



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: PTSI Managed Services Inc.

File: B-411412

Date: July 20, 2015

Daniel R. Forman, Esq., James G. Peyster, Esq., Olivia L. Lynch, Esq., Robert Sneckenberg, Esq., and Joelle Sires, Esq., Crowell & Moring LLP, for the protester. Debra E. Rubin, Esq., National Geospatial-Intelligence Agency, for the agency. Robert T. Wu, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging contracting agency's evaluation of protester's proposal and its exclusion from the competitive range is denied where the record shows that the evaluation was reasonable and consistent with the solicitation's evaluation criteria, and where the agency reasonably determined that the protester's proposal was not among the most highly rated proposals.

DECISION

PTSI Managed Services, Inc. (PTSI), of Pasadena, California, protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. HM0177-14-R-0008, issued by the National Geospatial-Intelligence Agency (NGA) for comprehensive base operations services at the agency's headquarters campus, and logistics services at satellite sites. PTSI, the incumbent contractor, challenges various aspects of the agency's evaluation of its proposal, and alleges that the agency unequally evaluated proposals and made an unreasonable competitive range determination.

We deny the protest.

BACKGROUND

The RFP, issued on June 12, 2014, sought proposals to provide support to the agency's Base Operations Service East (BOS-E) program, which includes comprehensive base operations services to NGA at its headquarters campus in Springfield, Virginia, and primarily logistics services to various satellite sites in the

Washington, D.C. metropolitan area. RFP § B.1. Services are to include program management; workforce and security support; logistics support; construction, engineering, and operations support; installation and facility operations; maintenance and repair; grounds maintenance; and custodial services. Id.

The RFP contemplates award of a contract consisting of fixed-price-award-fee, fixed-price, fixed-price-level-of-effort, and cost-plus-fixed-fee contract line items over a transition period, and ten one-year option periods. RFP §§ F.4, L.2. Award was to be made on a best value basis considering management, technical, past performance, security, and cost/price factors. RFP § M.3. Of the non-cost/price factors, management was to be the most important factor; the technical and past performance factors were to be equally rated and significantly less important than management, and the security factor was to be evaluated on a pass/fail basis. RFP § M.6.1. The non-cost/price evaluation factors, when combined, were to be significantly more important than cost/price. Id.

The management factor included five subfactors listed in descending order of importance: management plan, staffing plan, sample project, transition plan and small business participation. Id. The technical factor included three subfactors listed in descending order of importance: technical plan, problem resolution and sample projects. Id. The past performance factor included four subfactors listed in descending order of importance: management performance, technical performance, cost/price control performance and small business participation performance. Id. Finally, the security factor included two subfactors for a facility security clearance and personnel security clearances, respectively. Id.

The management and technical factors were to be assessed for quality and for risk, with risk carrying a heavier weight than quality.¹ RFP § M.6.2. Past performance was to be assessed for relevancy (very relevant, relevant, somewhat relevant, not relevant) and confidence (substantial confidence, satisfactory confidence, limited confidence, no confidence and unknown confidence (neutral)). RFP § M.6.5. Cost and price was to be evaluated for fairness and reasonableness. The agency reserved the right to conduct a cost realism evaluation but indicated that such an evaluation was not required. RFP § M.6.7.

The agency received and evaluated six proposals prior to establishing the competitive range. AR, exh. 8b, Competitive Range Determination, at 178. The evaluation results for the offerors ultimately included in the competitive range and for PTSI were as follows:

¹ For quality, each subfactor was to be rated as outstanding, good, acceptable, marginal or unacceptable; these ratings were to be rolled up into an overall rating for the respective factor. RFP § M.6.2. The risk of an offeror's proposal was to be assessed as low, moderate, or high. Id.

	Offeror A	Offeror B	PTSI
Management	Good Moderate Risk	Good Low Risk	Marginal Moderate Risk
Technical	Acceptable Moderate Risk	Good Low Risk	Unacceptable High Risk
Past Performance	Substantial Very Relevant	Neutral Neutral	Satisfactory Very Relevant
Security	Fail	Pass	Pass
Proposed Cost/Price	\$(DELETED)	\$(DELETED)	\$(DELETED)

Id. at 177. The competitive range determination included more than 200 slides describing the detailed evaluation findings for the proposals. After considering these findings, the contracting officer placed the proposals in three groups. The first group, which included PTSI's proposal, was comprised of three proposals found deficient in at least one area. Id. at 178. The second group was comprised of one proposal found unacceptable in two areas. Id. The third group consisted of two proposals with ratings ranging from acceptable to outstanding. Id. The contracting officer found that the proposals in the third group represented the overall most highly rated proposals with acceptable risk and should be included in the competitive range; the source selection authority (SSA) concurred. Id. at 179; AR, exh. 8a, SSA Concurrence. PTSI filed this protest after its debriefing.

DISCUSSION

PTSI's protest of its exclusion from the competitive range challenges numerous aspects of the agency's evaluation of its proposal under the management, technical and past performance factors. The protester also raises allegations of unequal treatment under the management and technical factors. Finally, PTSI argues that the agency's competitive range determination unreasonably failed to account for noncompliances in the proposals of the offerors included in the competitive range. Although our decision does not specifically address every one of PTSI's challenges, we have fully considered them and have concluded that they do not provide a basis to sustain the protest. We discuss below a selection of PTSI's challenges.

Where a protest challenges an agency's evaluation, and its decision to exclude a proposal from a competitive range, we first review the propriety of the agency's evaluation of the proposal, and then turn to the agency's competitive range determination. Gov't Telecomms., Inc., B-299542.2, June 21, 2007, 2007 CPD ¶ 136 at 4. In doing so, we do not conduct a new evaluation or substitute our judgment for that of the agency, but examine the record to determine whether the agency's judgment was reasonable and in accord with the solicitation's evaluation criteria. Beretta USA Corporation, B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 5. Contracting agencies are not required to include a proposal in the competitive range where the proposal is not among the most highly rated. Federal

Acquisition Regulation (FAR) § 15.306(c)(1); FPM Remediations, Inc., B-407933.2, Apr. 22, 2013, 2013 CPD ¶ 107 at 3-4.

Management Evaluation

PTSI's proposal was rated marginal/moderate risk under the management factor, with marginal ratings for the management plan, staffing plan, and transition plan subfactors, and an acceptable rating for the two remaining subfactors. AR, exh. 8b, Competitive Range Determination at 176. The management evaluation panel concluded that the proposal "did not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements." AR, exh. 6a, PTSI's Consensus Evaluation Report (CER) - Management, at 6.

PTSI argues that the agency unreasonably assigned weaknesses to its proposal for not submitting a risk management plan, which the protester asserts was not required under the terms of the RFP.² Protest at 21. The agency responds that PTSI received a major weakness in this regard not because it failed to submit a risk mitigation plan, which it agrees was not required by the RFP, but because its proposed method of risk mitigation was insufficient. Agency Joint Statement of Facts and Memorandum of Law (Agency Statement), at 4; see also AR, exh. 6a, PTSI's CER - Management, at 9. The protester responds, in turn, that the management plan subfactor did not require the level of detail urged by the agency and, in any event, its proposal contained all of the elements the agency now asserts were missing. Comments at 10.

However, the solicitation with respect to the management plan subfactor, under which the relevant major weakness was assigned, states, in pertinent part, "[t]he offeror should explain in detail its management approach to . . . managing performance risk . . ." RFP § M.6.3.1. Thus, a plain reading of this evaluation factor placed PTSI on notice that it was to explain, in detail, the firm's approach to managing performance risk. Our review of PTSI's proposal gives us no basis to conclude that the agency failed to recognize and consider details in its proposal that PTSI asserts were overlooked.

For example, PTSI argues that the agency overlooked the aspects of its proposal discussing the identification of potential risks. Comments at 11-16. However, the

² The protester also argued in its initial protest that it was unreasonably downgraded for problems in its approach to risk management and quality control even though the evaluators assigned multiple strengths to its approach under the technical factor. Protest at 21. The agency responded to this allegation in the agency report, but PTSI's comments presented no meaningful response to the agency's position. Consequently, we view this protest ground as being abandoned. Alliance Tech. Servs., Inc., B-410307, B-410307.3, Dec. 1, 2014, 2014 CPD ¶ 345 at 3 n.2.

record shows that the agency did evaluate this section of PTSI's proposal, including its identification of potential risks, but was concerned with the lack of "detailed processes to identify, document and resolve issues associated with those risks." AR, exh. 6a, PTSI's CER - Management, at 9. Our review of the relevant portions of PTSI's proposal gives us no basis to disagree with the agency. PTSI's proposal does not discuss approaches to manage risk, as the evaluation factor requires, but instead identifies risks and then discusses why the firm, by virtue of being the incumbent contractor, does not experience those risks. Comments at 13-14; AR, exh. 5c, PTSI's Management Volume, at 19. Our review of the record shows that the agency's evaluation was reasonable in this regard.

PTSI next challenges the agency's assignment of a major weakness to its proposal under the staffing plan subfactor for insufficient strike contingency plans. Protest at 29. The protester argues that the agency misreads its proposed plan in that the firm did not propose to use only [DELETED] to backfill striking labor, and overvalues the weakness given that PTSI has a negotiated "no strike" clause in its current collective bargaining agreement, which "all but assures that no strike will ever occur under the contract." Comments at 20-21.

The substance of the assigned major weakness reads, "[t]he Offeror provides an inadequate strike contingency plan. The Offeror proposes an unrealistic approach of using [DELETED] to fill positions left vacant by striking personnel. It is unlikely that the Offeror would be able to obtain [DELETED] with the working knowledge and experience to operate the complex building systems . . ." AR, exh. 6a, PTSI's CER - Management, at 16. PTSI's proposal states, in pertinent part, "we would identify specific personnel ([DELETED]) with building systems experience to support all shifts." AR, exh. 5c, PTSI's Management Volume, at 37-38. Our review of the assigned weakness in light of PTSI's proposal gives us no basis to question the agency's evaluation.

The plain language of the weakness does not show that the agency interpreted PTSI to propose only use of [DELETED], but that the evaluators mentioned [DELETED] since it was the only position PTSI identified. In this regard, PTSI's proposal identifies the use of [DELETED] as part of its strike mitigation plan, and only specifically mentions use of [DELETED] as part of that class of [DELETED]. Id. The fact that the evaluators discussed PTSI's strike contingency plan in the context of the information provided in PTSI's own proposal does not make the evaluation unreasonable. The crux of the weakness is found in the portion of the evaluation which states, "[t]he Offeror does not effectively detail how their proposed strike contingency plan can be successfully executed," which the record shows is a reasonable conclusion given the level of detail in the protester's plan. AR, exh. 6a, PTSI's CER - Management, at 16.

With respect to PTSI's assertion that the agency overvalued the weakness because of the "no strike clause" in its collective bargaining agreement, the agency responds

that the protester has misread the solicitation. The agency explains that this element of the evaluation was not about strike avoidance, but what an offeror proposes to do in case a strike cannot be avoided. Agency Statement at 7. We agree. The RFP states, in pertinent part, “[t]he staffing plan will be evaluated for its management approach to a unionized workforce and a strike contingency plan that will ensure continued performance in the event of a labor dispute or strike.” RFP § M.6.3.2. This language is clearly focused on an offeror’s plan in the event of a strike, not on an offeror’s approach to avoiding a strike.

PTSI next alleges that the agency improperly evaluated its proposal as having a weakness under the transition plan subfactor even though it devoted 20 percent of its management proposal to transitioning from its current contract to the follow-on contract with most of the current personnel and subcontractors. Protest at 33-34.

One area to be evaluated under the transition plan subfactor was the soundness of an offeror’s approach to executing a seamless transition between contracts and its approach to the transfer of tasks between contractors. RFP § M.6.3.4. PTSI’s proposal was assessed a weakness because it did not adequately demonstrate how it would transition new teaming members prior to award or address cooperative task transfers to new subcontractor partners. AR, exh. 6a, PTSI’s CER - Management, at 19-20. The agency found that the proposal only stated that the firm would execute several transition tasks prior to award, and many of the transition risks listed in the proposal would not apply to PTSI as the incumbent. The weakness was attributable to the lack of details regarding PTSI’s planning and execution of transition related issues, paired with its inadequate identification of relevant transition risks. Id.

PTSI has not persuasively rebutted this finding. The agency explains that, although PTSI is the incumbent prime contractor, its proposal lists several subcontractors new to the program. As the agency states, while the firm might not have the same transition risks as would a new prime contractor, it will still have some risks, including those associated with onboarding new subcontractors and transferring tasks to them, but failed to address this risk along with other risks. Agency Statement at 8. Our review of the record confirms the reasonableness of this assessment.

PTSI also argues that the agency treated offerors unequally here by crediting Offerors A and B with strengths for offering a dedicated transition team, but not crediting PTSI with a strength for its dedicated transition team.

Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in rating did not stem from differences between the offerors’ proposals. See Northrop Grumman Sys. Corp., B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. With respect to this and PTSI’s other allegations of unequal treatment, the firm has not made this showing. The record shows that the

strengths assessed for the other proposals were for their detailed approaches which included a dedicated transition team. AR, exh. 6b, Offeror A CER - Management, at 21; exh. 5b, Offeror B CER- Management, at 20-21. In contrast, PTSI's proposal of a dedicated team was in the context of an insufficiently detailed proposal. As a result, the record supports the agency's evaluation.

Technical Evaluation

PTSI's proposal was rated unacceptable/high risk under the technical factor, with unacceptable ratings for the technical plan and sample projects subfactors, and an acceptable rating for the remaining subfactor. AR, exh. 6b, PTSI's CER - Technical, at 6.

Under the most important subfactor, technical plan, PTSI's evaluation finding was:

The Offeror's Technical Plan is considered UNACCEPTABLE. The Offeror is assessed one Deficiency because their Basis of Estimate fails to address portions of the Government's Performance Work Statement (PWS). There are two significant weaknesses for 1) Basis of estimate regarding technical approach and 2) Basis of estimate for custodial services. There are three Major Weaknesses for: 1) Thoroughness of the Technical Approach, 2) Attention to detail in preparing the Technical Plan and 3) FTEs in the basis of estimate. There are three Minor Weaknesses for 1) Technical approach to subcontracted operations, 2) Subcontractor basis of estimate and 3) Proposal of an organizational structure. There are three Minor Strengths for: 1) Technical approach to the work order process, 2) Technical approach to operations and 3) Innovation in approach to operations.

Id. at 7. Most significantly, PTSI's proposal received a deficiency for failing to address various portions of the PWS in its basis of estimate (BOE). Id. PTSI argues that its BOE provided all information required by the RFP, and that the assigned deficiency is unreasonable. Protest at 49. Our review of the record gives us no basis to question the evaluation.

PTSI relies on language in section L of the RFP to argue that the aspects of the PWS not included in its BOE did not have to be included because the firm did not separately price them in its cost proposal but, instead, included those costs as other direct costs. Section L reads, in pertinent part:

The Basis of Estimate (BOE) shall provide enough detail and rationale to give NGA evaluators confidence that the Offeror understands the government requirement and can perform within the proposed level of effort. The BOE . . . shall mirror the BOE included in Volume 7,

Cost/Price except for cost/price BOE information (without cost/price information) will be shared across the Government Technical Evaluation Team and the Cost/Price Evaluation Team; therefore, both volumes shall contain the same BOE information.

RFP § L.4.1. Section L also required the BOE to contain at least the following essential elements: Work Breakdown Structure (WBS), including rationale for level of labor hours and skill mix; hours for period of performance; hours for labor categories; technical assumptions; and work performed by both the prime contractor and subcontractors. Id. PTSI asserts that it properly priced its proposal, and thus structured its BOE, using the solicitation's pricing template, Attachment J-15. Protest at 47-48.

The agency counters that section L required PTSI to include the missing information in its BOE because the WBS included all elements of the PWS. Agency Statement at 12-13. The agency states that the RFP included both a worksheet that linked WBS sections to specific elements of the PWS, and a chart that shows all sub-elements of the WBS. RFP § J, attchs. 19 and 20.

While PTSI argues that it was only required to address the WBS sections identified in the RFP in its BOE, and not all individual PWS sections, our review of the RFP leads us to conclude otherwise. PTSI states that it used Attachment J-15 to price its proposal. Protest at 47-48. The record reflects that PTSI included the WBS sections enumerated in Attachment J-15 in its BOE. However, as the agency points out, RFP Attachment J-19 lists various PWS requirements that are included in the WBS sections set forth in Attachment J-15. The record reflects that PTSI did not include 15 of these PWS requirements in its BOE, and the agency assigned its proposal a deficiency on this basis.

Moreover, section M of the RFP states that, under the technical factor, the agency was looking for a "sound and acceptable Basis of Estimate for the Technical Plan that includes logical assumptions and placement of resources with the appropriate labor category and skill mix to meet the requirements of the PWS." RFP § M.6.4. Under the technical plan subfactor in particular, section M stated that each offeror's proposal "will be evaluated on its approach to performing **all** technical performance requirements identified in the PWS. The plan will be evaluated on the Offeror's approach to performing **all** services outlined in the PWS." RFP § M.6.4.1 (emphasis added).

Requirements provided in the instruction section (section L) of an RFP are not the same as evaluation criteria provided in the evaluation section (section M); rather than establishing minimum evaluation standards, the instructions of section L generally provide guidance to assist offerors in preparing and organizing proposals. See All Phase Env'tl., Inc., B-292919.2 et al., Feb. 4, 2004, 2004 CPD ¶ 62 at 4; JRS Assocs., Inc., B-275209.3, July 22, 1997, 97-2 CPD ¶ 27 at 3-4. While PTSI

argues that section L required the firm to mirror its BOE to its price proposal, the language in the solicitation's evaluation criteria put PTSI on notice that the agency would evaluate the proposal with respect to all of the requirements of the RFP. As a result, we have no basis to question the agency's assignment of a deficiency for failing to include all of the information necessary to conduct its evaluation. See Battelle Memorial Inst., B-299533, May 14, 2007, 2007 CPD ¶ 94 at 3; Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 7-8 (where a proposal omits, inadequately addresses, or fails to clearly convey requirements, the offeror runs the risk of an adverse agency evaluation).

PTSI also argues that the agency improperly assigned its proposal a weakness under the technical plan subfactor because it used a "dual-hatting" approach for staffing a key position--it proposed the same person as both [DELETED] and [DELETED]. PTSI asserts that the agency's evaluation was unreasonable because the RFP permitted "dual-hatting."

The agency does not dispute that dual-hatting was permissible but argues, citing to the record, that the weakness was attributable to the fact that no supporting rationale was given for this approach. AR, exh. 6b, PTSI's CER - Technical, at 15. The agency found that adequate coverage would be a concern as the [DELETED] would not always be available and his duties, along with the [DELETED] duties and [DELETED] duties, would all fall to one person. The agency explains, and the record shows, that PTSI was not penalized for dual-hatting per se but for not explaining how such an approach would work. Id. at 17; see also AR, exh. 6a, PTSI's CER - Management, at 17 (offeror does not adequately explain its approach to dual hat these positions). Our review of the record shows that the agency's evaluation is unobjectionable.

PTSI contends that since the solicitation did not require it to justify or provide a rationale for dual hatting, the agency utilized an unstated evaluation criterion. We do not agree. While agencies are required to identify evaluation factors and significant subfactors, they are not required to identify all areas of each factor or subfactor which might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to or encompassed by the stated criteria. Intrepid Solutions and Servs., Inc., B-410431.5, Dec. 30, 2014, 2015 CPD ¶ 17 at 6 n.5. In our view, the question of whether PTSI provided a sufficient rationale for its dual-hatting approach is reasonably encompassed under the technical plan subfactor, which contemplated evaluation of an offeror's proposed organizational structure. RFP § M.6.4.1.

Past Performance Evaluation

PTSI argues that the agency's evaluation of its proposal under the past performance factor was unreasonable. The firm primarily argues that the agency failed to evaluate the past performance of its key personnel despite committing to do so in the solicitation.

PTSI relies on a portion of the language in section M of the RFP concerning the past performance evaluation to argue that the agency was required to evaluate the past performance of key personnel. The pertinent provision begins by explaining that the past performance evaluation is an assessment of the government's confidence that the offeror can meet the RFP requirements, and continues by explaining that, "[e]ach Offeror will be evaluated on the quality of its performance of relevant contracts . . . Projects will first be assessed for recency, next for relevancy, and finally for quality of performance on those deemed recent and relevant." RFP § M.6.5. The RFP goes on to describe the quality of performance as including such things as management performance, technical performance, and price/cost control performance. Id.

The language relied on by PTSI is in the paragraph which follows:

Information **may** be obtained from the employment history provided in the Key Personnel Resumes and from the contract references listed in the offerors' proposal, as well as from any other useful and relevant sources obtained by the Government. Information will also be considered regarding any significant subcontracts and Key Personnel records. Evaluation of each Key personnel will be based upon the individual's skills and job performance relative to proposed assignments on projects similar in technical/management challenges and scale.

Id. (emphasis added). PTSI cites the second sentence of this paragraph--beginning with "[i]nformation will also be considered"--to argue that the agency was required to evaluate the past performance of its key personnel. We do not agree.

Where there is disagreement over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Alluvium LLC, B-297280, Dec. 15, 2005, 2005 CPD ¶ 223 at 2. We do not find PTSI's interpretation reasonable because it ignores the introductory sentence of the paragraph, which clearly makes such an evaluation discretionary. The sentences that follow, including the sentence relied on by PTSI, must be read in the context of this opening sentence as explaining how the agency would conduct such

an evaluation if it chose to conduct one. As a result, we deny this basis of protest.³

Competitive Range Determination.

PTSI argues that the competitive range decision was improper because it failed to mention that, like its own proposal, both proposals included in the competitive range had “major deficiencies” which, PTSI asserts, made their proposals unawardable. PTSI contends that if the agency had treated the proposals equally it would have included its proposal in the competitive range.

Contracting agencies are not required to retain in the competitive range proposals that are not among the most highly rated or that the agency otherwise reasonably concludes have no realistic prospect of being selected for award. FAR § 15.306(c)(1); see Avar Consulting, Inc., B-410308, Dec. 8, 2014, 2014 CPD ¶ 362 at 4. The evaluation of proposals and resulting determination as to whether a particular offer is in the competitive range are matters within the discretion of the contracting agency. ECC Renewables, LLC; Pacific Power, LLC, B-408907 et al., Dec. 18, 2013, 2014 CPD ¶ 9 at 6. Here, we find the exclusion of PTSI’s proposal from the competitive range to be reasonable and not the result of unequal treatment. We discuss PTSI’s principal arguments below.

As an initial matter, PTSI’s assertion that the competitive range determination’s grouping of proposals lacks support ignores the detailed information in the agency’s more than 200 slides. Their descriptions of the evaluation results set out in the agency’s materials support the placement of proposals in their respective groups. For example, the record shows that the group in which the PTSI proposal fell, characterized as deficient in at least one area, was comprised of proposals with at least one deficiency. AR, exh. 8b, Competitive Range Determination, at 85, 99, 107. These deficiencies were not isolated anomalies; the record also shows each of the three proposals was rated unacceptable under at least two subfactors. Id. at 176. In contrast, the group including the proposals of Offerors A and B, characterized as having ratings from acceptable to outstanding,⁴ had no deficiencies and no unacceptable ratings, and Offeror B’s proposal was rated outstanding under two subfactors. Id. at 21, 43, 71, 92, 176. Thus, the record clearly shows marked qualitative differences between the proposals that support the agency’s conclusion that the proposals of Offerors A and B were the most highly rated.

³ As the agency notes, most of PTSI’s proposed key personnel have performed under the incumbent contract for these services, and the “best evidence” of their past performance was the quality of PTSI’s performance of that contract, which the agency assessed. Agency Statement at 27.

⁴ This comment appears to refer to the ratings under the management and technical factors, as the past performance and security factors had no such adjectival ratings.

PTSI's argument that the agency's competitive range determination failed to mention "major deficiencies" in the proposals of Offerors A and B that were comparable to its own documented deficiency is unsupported.

With respect to Offeror A, the competitive range determination makes it clear that the proposal was rated "fail" under the security factor because it did not, at the time of initial proposal submittal, meet the personnel security clearance requirements for all of its key personnel and security lead. AR, exh. 8b, Competitive Range Determination, at 157. As the SSA explains, the RFP required personnel to possess the appropriate clearances at the time of the submission "of the final security volume." RFP § M.4.2. As the SSA points out, the competitive range determination contemplated that such a failing could be resolved during discussions. AR, exh. 8d, Competitive Range Determination at 6; SSA Statement at ¶ 4. We have no basis to find this issue a "major deficiency" in the proposal but, rather, a noncompliance that could be readily addressed during discussions.

With respect to Offeror B, the competitive range determination makes it clear that the proposal was considered "non-compliant" under the past performance factor, and that its past performance volume was not evaluated. *Id.* at 140. The agency explains that the volume was not evaluated, and that Offeror B's past performance was rated neutral, because the volume did not meet the solicitation's page formatting requirements. Agency Reply to Comments at 28-29.

PTSI argues that the solicitation required the rejection of Offeror B's entire proposal for failing to meet the page formatting requirements, relying on the page limitation instruction in section L of the RFP. The agency counters that such wholesale rejection was not required, relying on the introductory language in section L of the RFP, and that it properly opted not to evaluate the offending volume.

The introductory paragraph to section L states that "nonconformance with the instructions provided in this section may result in rejection of the [o]fferor's proposal." RFP § L.5.I. After setting forth page limitations for each of the seven proposal volumes, including the past performance volume, section L.6.0 of the solicitation, which discusses page size and format, including font size, states that "[a]ny attempt to circumvent the aforementioned page limitations through hidden coding or other means will be recognized as a non-responsive offer and will not be evaluated." RFP § L.6.0.

Again, where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Alluviam LLC, *supra*. PTSI's interpretation--which would mandate the wholesale rejection of an entire proposal for failure to meet the

page formatting requirements in even one proposal volume--is unreasonable. It would opt for the less than clear language of section L.6.1.⁵ and ignore the discretionary language of section L's introductory paragraph. More important, it could, as here, have the absurd result of requiring the agency to reject the highest-rated proposal under the two most important evaluation factors for the sake of this easily-correctible noncompliance. See Federal Micro Sys., Inc., B-251243, Mar. 18, 1993, 93-2 CPD ¶ 110 at 4.

In any event, even if both proposals were considered unacceptable for these reasons, nothing prevents an agency from including a technically unacceptable proposal in the competitive range for the purpose of conducting discussions. While exclusion of technically unacceptable proposals is permissible, it is not required. Grove Resource Solutions, Inc., B-296228, B-296228.2, July 1, 2005, 2005 CPD ¶ 133 at 3-4. A fundamental purpose in conducting discussions is to determine whether deficient proposals are reasonably susceptible of being made acceptable. Id. at 4.

The record shows that PTSI's unequal treatment argument is not supported by the record. Even considering the noncompliances discussed above, the record shows clear qualitative differences between their proposals and that of PTSI that support the competitive range determination. The record shows that the difference in the agency's conclusions and competitive range determinations with regard to these offerors was not the result of unequal treatment by the agency but, rather, resulted from the agency's recognition of their different underlying qualities. See LINTECH, LLC, B-409089, B-409089.2, Jan. 22, 2014, 2014 CPD ¶ 38 at 9.

The protest is denied.

Susan A. Poling
General Counsel

⁵ We note that the concept of "non-responsive" does not apply to negotiated procurements conducted pursuant to FAR Part 15 such as this one. Lifecare Mgmt. Partners, B-297078, B-297078.2, Nov. 21, 2005, 2006 CPD ¶ 8 at 6 n.12.