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Decision

Matter of: Priority One Services, Inc.

File: B-415201.2; B-415201.3

Date: April 13, 2018

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Michael L. Sterling, Esq., Anthony J. Mazzeo, Esq., and Blake R. Christopher, Esq., Vandeventer Black LLP, for The Bionetics Corporation, the intervenor.
Jonathan A. Baker, Esq., and Christopher M. Johnson, Esq., Department of Health and Human Services, for the agency.
Kenneth Kilgour, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency unreasonably evaluated protester's technical proposal and past performance is denied where the protester does not challenge the agency's evaluation of its proposal as technically unacceptable for failure to provide a key person with the required certification and the record shows that that evaluation of past performance was reasonable and consistent with the terms of the solicitation.
2. Protest that agency unreasonably eliminated the protester from the competitive range is denied; an agency may reasonably exclude from the competitive range a proposal evaluated as technically unacceptable.
3. Protest that agency engaged in unequal discussions is denied; an agency may reasonably continue discussions with only the offerors in the competitive range and the protester has not shown how it was prejudiced.

DECISION

Priority One Services, Inc., of Alexandria, Virginia, protests the award of a contract to The Bionetics Corporation, of Yorktown, Virginia, under request for proposals (RFP) No. 16-223-SOL-00036, issued by the Department of Health and Human Services (HHS), Food and Drug Administration, National Center for Toxicological Research (NCTR), for on-site animal care, technical procedures, formulation, and veterinary care services. The protester contends that the agency unreasonably evaluated Priority

One's technical proposal and past performance, unreasonably excluded Priority One's proposal from the competitive range, and engaged in unequal discussions with the offerors.

We deny the protest.

BACKGROUND

The RFP, set aside for small businesses, sought proposals for the award of a labor hour contract with a 30 day phase-in period, an 11 month base period, and four 1-year options to the responsible offeror whose proposal was most advantageous to the government, considering the following factors in descending order of importance: technical, recent and relevant past performance, and price. Agency Report (AR), Tab 1, RFP at 1, 5, 23. The non-price factors when combined were significantly more important than price, though price remained a factor. Id. at 23. The technical factor contained two equally important subfactors: technical approach; and management approach and personnel qualifications. Id. The RFP provided that "[p]roposals rated technically unacceptable for any reason will not be evaluated further (Past Performance or Business Proposal)." Id. at 22.

As relevant to this protest, the RFP required the contractor to provide internal quality assurance (IQA) for the portion of each protocol performed by the contractor. AR, Tab 2, Performance Work Statement (PWS) ¶ 4.1.8. The RFP required the IQA manager to ensure that the processes followed by the contractor for good laboratory practices (GLP) studies are performed correctly and documented properly. The PWS listed twelve other specific responsibilities of the IQA manager. Id. The PWS identified the IQA manager as a key person who must possess a registered quality assurance professionals in good laboratory practice (RQAP-GLP) certification. Id. at ¶¶ 4.1.9, 4.1.9.8. Proposals were required to contain letters of commitment to participate in the proposed contract for all key personnel. RFP at 20. The agency was to evaluate, among other things, the offeror's proposed methodology for staffing including the availability of individuals identified in the technical solution. Id. at 23.

With respect to past performance, the RFP advised offerors that they would be evaluated on how well they have performed on current and/or previous, relevant projects of similar size, scope, and complexity to the current requirement within the last 3 years. Id. at 23. Offerors without a record of relevant past performance would be rated neither favorably nor unfavorably under past performance. Id.

Priority One is the incumbent contractor, and Bionetics is the prior contractor. They submitted the only two proposals by the closing date of December 7, 2016. Contracting Officer's Statement (COS) at 17. Priority One submitted 14 current and recent laboratory care contracts responsive to the request for past performance references. Protest, Exh. C, Protester's Proposal, Past Performance. That list included the incumbent contract. Priority One's performance of the incumbent contract began in May, 2011. COS at 2. The protester has experienced performance issues throughout

the duration of performance. The chart below summarizes the protester's Contractor Performance Assessment Reporting System (CPARS) ratings for the incumbent requirement:

Area Rated	9/2011-9/2012	9/2013-9/2014	9/2014-9/2015	9/2015-9/2016
Quality of Service	Satisfactory	Unsatisfactory	Unsatisfactory	Unsatisfactory
Schedule	Marginal	Unsatisfactory	Unsatisfactory	Marginal
Business Relations	Satisfactory	Marginal	Unsatisfactory	Unsatisfactory
Regulatory Compliance	Unrated	Unrated	Unrated	Very Good
Management of Key Personnel	Satisfactory	Unrated	Unsatisfactory	Satisfactory

AR, Tabs 8-11, Protester CPARs.

The agency conducted two rounds of discussions with both offerors. The agency's first request for a revised proposal from Priority One listed numerous weaknesses and significant weaknesses. AR, Tab 23, First Request for Revised Proposals. As relevant to this protest, the agency also assessed Priority One's proposal a deficiency under the management approach and personnel qualifications subfactor for proposing a quality assurance specialist who lacked RQAP-GLP certification. Id. at 11. The agency concluded its request for a revised proposal with the following comment under the heading "Past Performance":

While the Offeror presented considerable Past Performance information, the government views the Past Performance information submitted on the current NCTR Contract as the most relevant and telling. Towards that end, the Offeror's performance under the current contract has been less than stellar and there is nothing in this Technical and Business Proposal that suggests that the government can expect anything more than "status-quo." This may be your last opportunity through your response to the issues raised herein, to convince us otherwise.

Id. at 18.

The protester's first proposal revision began with a message from Priority One's president stating that the firm was not satisfied with its performance on the contract. Priority One's president asserted that the protester had made significant strides to improve performance and was poised to "fly high." Protest, Exh. E, First Revised Proposal, at 1. The protester's first revised proposal did not contain a letter of commitment for the IQA manager. See id.

The agency's second request for a revised proposal again assessed Priority One's proposal a deficiency because it was unclear who would perform the IQA manager

function. AR, Tab 24, Second Request for Revised Proposal, at 9. In this request, the agency noted the RFP requirement that the proposal include a letter of intent for the IQA manager showing RQAP-GLP certification. Id. The second request included no “past performance” subject heading. Priority One’s second revised proposal again did not contain a letter of commitment for the IQA manager.

The table below summarizes the evaluations¹ following the second round of revised proposals:

Offeror	Technical	Price	Past Performance	Overall
Priority One	Unacceptable	\$25,349,248	No confidence	Unacceptable
Bionetics	Good	\$26,934,860	Neutral/unknown confidence	Good

AR, Tab 4, Award Summary Memorandum, at 78. The agency concluded that Priority One’s proposal contained a deficiency under the management approach and personnel qualifications subfactor because it failed to submit a letter of commitment or resume for the IQA key personnel position. Id. at 74. According to the source selection official, “[t]his deficiency alone renders [Priority One’s] proposal as unacceptable.” Id. at 79. However, the source selection official also concluded that Priority One’s “[p]ast performance under the NCTR contract, as well documented in CPARS or via a past performance questionnaire for the last period of performance, has been unsatisfactory for years and the Government has no confidence that Priority One Services, Inc. will perform any better.” Id. at 80.

The agency conducted two additional rounds of discussions or clarifications with Bionetics.² At the conclusion of those communications, the agency advised Priority One that its second revised proposal would be excluded from further consideration based on two key issues. AR, Tab 25, Notice of Exclusion, Aug. 25, 2017, at 1. The first was that

¹ The solicitation did not provide adjectival ratings and definitions that would be used in the agency’s evaluation. However, the consensus evaluation forms set forth the technical ratings as outstanding, good, acceptable, marginal and unacceptable. See AR, Tab 13, Priority One Consensus Technical Evaluation, at 27. A proposal was unacceptable if it contained one or more deficiencies. Id. A deficiency was defined as a material failure to meet a government requirement or combination of significant weaknesses. Id. A rating of no confidence for past performance meant that based on recent and relevant past performance, the agency had no expectation the offeror could successfully perform. AR, Tab 7, Priority One Past Performance Evaluation, at 7.

² The parties disagree as to whether the communications were discussions or clarifications; as discussed below, we find that the agency reasonably excluded the protester from the competitive range, and, thus, we have no basis to conclude that further discussions with Bionetics were inappropriate or improper.

Priority One's second revised proposal was "non-responsive" to the requirement to identify and submit a commitment letter for a qualified IQA manager. Id. The second issue was that, while the contracting officer's representative acknowledged there had been some recent improvement in the protester's performance of the incumbent contract, the performance remained "less than desirable." Id. The agency advised Priority One that, "[g]iven this history of nonconformance and a proposal that has continued to be deficient with respect to the quality assurance requirements under the contract, we cannot in good conscience consider you[r proposal] further." Id. at 1-2.

Award was made to Bionetics, and Priority One protested to GAO, asserting that the agency's evaluation of Priority One's past performance and technical approach was unreasonable and inconsistent with the terms of the solicitation. The agency advised our Office that it was taking corrective action, namely, completing a new best-value analysis and making a new award decision, and we dismissed the protest as academic. Priority One Servs., Inc., B-415201, Sept. 13, 2017 (unpublished decision).

At the conclusion of the agency's review, the agency advised Priority One that it was again eliminating Priority One's proposal from the competitive range and making award to Bionetics. Protest, Exh. J, Reaffirmation of Notice of Exclusion and Subsequent Award, Dec. 29, 2017. That exclusion reaffirmed the decision to exclude Priority One's proposal as outlined in the agency's August, 2017, notice. See id. This protest followed.

DISCUSSION

Challenge to Technical Evaluation

The protester asserts that the agency utilized past performance as an unstated evaluation criterion when conducting the technical evaluation. Protest at 10-12; Comments at 6-9. In this regard, the protester contends that the agency refers to Priority One's past performance on the incumbent contract when referring to, for example, the technical proposal's written enrichment plan, quality control plan, and management approach and personnel qualifications.

The agency states that it evaluated Priority One's technical proposal in accordance with the solicitation. Memorandum of Law (MOL) at 4. For example, the agency explains that Priority One failed to address several solicitation requirements, including the requirement to provide a commitment letter for its proposed IQA manager, a key personnel position under the terms of the solicitation. Id. at 4-5. The agency also argues that Priority One never challenged the assessment of a deficiency in Priority One's proposal for failure to offer an IQA manager with the required certification. Supp. MOL at 4.

The evaluation of an offeror's proposal is a matter within the agency's discretion. National Gov't Servs., Inc., B-401063.2 et al., Jan. 30, 2012, 2012 CPD ¶ 59 at 5. While we will not substitute our judgment for that of the agency, we will question the

agency's conclusions where they are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based. Public Comms. Servs., Inc., B-400058, B-400058.3, July 18, 2008, 2009 CPD ¶ 154 at 17. Where, as here, the solicitation includes past performance and technical capability as separate evaluation factors, there is no proper basis for an agency to alter its technical capability rating based on an offeror's past performance. Raymond Assocs., LLC, B-299496, B-299496.2, May 29, 2007, 2007 CPD ¶ 107 at 6. Further, competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. HP Enter. Servs., LLC, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6.

As noted, the PWS identified the IQA manager as a key person required to possess a RQAP-GLP certification. PWS ¶¶ 4.1.9, 4.1.9.8. The solicitation stated that offerors were to provide letters of commitment for all key personnel. RFP at 20. The agency concluded that Priority One's proposal contained a deficiency under the management approach and personnel qualifications subfactor because it failed to submit a letter of commitment or resume for the key IQA position AR, Tab 4, Award Summary Memorandum, at 79. The agency notified Priority One that it had been excluded from further consideration based on two primary issues--the first was that Priority One's second revised proposal was "non-responsive" to the requirement to submit a commitment letter for the IQA manager, and the second was that the protester's past performance had been assessed as no confidence. AR, Tab 25, Notice of Exclusion, Aug. 25, 2017, at 1.

The protester has not alleged that the agency unreasonably evaluated the protester's proposal as technically unacceptable for failure to identify an IQA manager. Nor has the protester asserted that the assessment of that key deficiency in its proposal was in any way related to the agency's alleged improper utilization of past performance as a technical evaluation criterion. Because the agency identified the protester's failure to propose an IQA staffer with the required credential as a deficiency and a determining factor in the protester's proposal being excluded from the competitive range, we find no prejudice to the protester, even assuming the agency improperly considered past performance when evaluating other portions of the protester's technical proposal. See HP Enter. Servs., LLC, supra.

Challenge to Past Performance Evaluation

Priority One next challenges the agency's assessment of Priority One's past performance as no confidence, asserting that the agency unreasonably weighed too heavily Priority One's past performance under the incumbent contract.³ Protest at 8-10;

³ The protester also argues that the agency should have considered Bionetics' performance when it held the contract for the same requirement. As discussed below,
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Comments at 5-6. The agency argues that Priority One is simply disagreeing with the agency's conclusions that the protester's most recent past performance reference was its deficient performance at NCTR. MOL at 3.

The evaluation of an offeror's past performance, including the agency's determination of the relevance and significance of an offeror's performance history, is a matter of agency discretion, which we will not find improper unless it is inconsistent with the solicitation's evaluation criteria. CLS Worldwide Support Servs., LLC, B-405298.2 et al., Sept. 11, 2012, 2012 CPD ¶ 257 at 15; National Beef Packing Co., B-296534, Sept. 1, 2005, 2005 CPD ¶ 168 at 4. In addition, the relative merits of an offeror's past performance information is generally within the broad discretion of the contracting agency. See Paragon Tech. Group, Inc., B-407331, Dec. 18, 2012, 2013 CPD ¶ 11 at 5. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. FN Mfg., LLC, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

As noted, the record indicates that the protester has not challenged the agency's evaluation of Priority One's proposal as technically unacceptable for failure to provide an IQA manager with an RQAP-GLP certification. Here, the solicitation stated that a proposal that was rated technically unacceptable would not be evaluated further under past performance or price and would thus be ineligible for award. RFP at 22. For that reason, under the terms of the solicitation, the agency was not required to consider Priority One's past performance. However, because, as explained below, the agency did evaluate Priority One's past performance, we have reviewed the evaluation and find it reasonable.

Past performance of an incumbent contract is very relevant to the work to be performed; it is largely the same work. See Engility Corp., B-413120.3 et al., Feb. 14, 2017, 2017 CPD ¶ 70 at 14. An argument that the agency disproportionately weighed experience on the incumbent contract over favorable performance on less relevant requirements is mere disagreement with the agency's evaluation. Id. This is particularly so where, as here, poor performance on the incumbent contract covered multiple years.⁴ Id., see AR,

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the protester is not an interested party to challenge the evaluation of the awardee's past performance. Nevertheless, the record is clear that the awardee's prior performance of this requirement falls outside the 3-year window of recency and that the agency was therefore precluded from considering it; the protester, the incumbent, began performance in 2011.

⁴ The protester also asserts that the agency unreasonably failed to provide the evaluators with Priority One's response to the CPARs and the incumbent contract. Comments at 6. The agency disputes the protester's allegation, noting that the head of the Project Advisory Group (PAG) was in possession of the protester's reply and provided it to the evaluators. See Email from Agency to GAO, Mar. 29, 2018; AR, Tab 41 (revised), Email from PAG Chairperson, Jan. 6, 2017. Moreover, the protester
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Tabs 8-11, Protester CPARs. Here, the agency concluded that “[w]hile not dismissing their track record of successful performance for somewhat to non-relevant past performance references elsewhere, that track record has not made its way into the instant contract” and therefore the agency had no confidence in Priority One’s ability to perform. AR, Tab 4, Award Summary Memorandum, at 80. On this record we see no basis to question the reasonableness of the agency’s evaluation of the protester’s past performance as no confidence.

Exclusion from the Competitive Range

The protester asserts that the agency failed to consider the protester’s proposed price before excluding Priority One’s proposal from the competitive range. Protest at 14-15. We disagree. In fact, the record shows that the agency did consider price in making its competitive range determinations. See COS at 42-43 (noting that the cost/technical tradeoff was based on the strengths and weaknesses of both proposals against the prices of both proposals); see also AR, Tab 4, Award Summary Memorandum, at 78-79 (trading off proposals’ strengths and weaknesses against prices). Moreover, because Priority One’s proposal was rated technically unacceptable, the agency could reasonably exclude it from the competitive range without considering its proposed price. See TMC Design Corp., B-296194.3, Aug. 10, 2005, 2005 CPD ¶ 158 at 5 (noting that where an agency reasonably concludes that a proposal is technically unacceptable, an agency may properly exclude the proposal from the competitive range without considering price).

Unequal Discussions

The protester challenges the agency’s conduct of discussions as unequal because the agency held four rounds of discussions with the awardee and only two with the protester.⁵ Specifically, the protester argues that it is unreasonable for the agency to

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was afforded the opportunity in discussions to address poor past performance. See AR, Tab 23, First Request for Revised Proposals, at 18.

⁵ The protester also alleges that discussions were misleading because they were too detailed, in that the agency’s requests for revised proposals were wide-ranging in their criticism of Priority One’s proposal, but the agency excluded the protester’s proposal from the competitive range based only on two issues. Protest at 13. The agency contends that, notwithstanding its comprehensive list of weaknesses and deficiencies, the agency took pains to point out to the protester the problems with its approach to meeting the PWS’ IQA requirements. MOL at 6-7. The protester’s comments on the agency report did not address the agency’s response to this allegation. Where an agency provides a detailed response to a protester’s assertions and the protester fails to rebut or otherwise substantively address the agency’s arguments in its comments, the protester provides us with no basis to conclude that the agency’s position with respect to the issue in question is unreasonable or improper. IntegriGuard, LLC d/b/a
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claim that Bionetics' second revised proposal contained no weaknesses "only to subsequently request dozens of corrections and explanations specifically to address observed weaknesses." Comments and Supp. Protest at 2. The agency argues that the protester was entitled to no further discussions once its proposal was reasonably excluded from the competitive range. Supp. MOL at 4, citing Federal Acquisition Regulation (FAR) § 15.306(d)(5).

The FAR permits an agency to limit the competitive range to only the most highly rated proposals and does not require that discussions be held with offerors outside the competitive range. FAR §§ 15.306(c)(1), (d)(1); L-3 Comms. EOTech, Inc., B-311453, B-311453.2, July 14, 2008, 2008 CPD ¶ 139 at 4. The agency concluded that, after two rounds of discussions, Priority One's proposal was technically unacceptable and Bionetic's proposal was technically acceptable. AR, Tab 4, Award Summary Memorandum, at 78. There is no merit, therefore, to the protester's contention that continued discussions with the awardee were, in this instance, unreasonable.

Notwithstanding the agency's determination that Priority One's proposal was technically unacceptable, the protester remains an interested party to raise those issues that pertain to the acceptability of Bionetic's proposal because Bionetic's proposal was the only one found acceptable. See DOER Marine, B-295087, Dec. 21, 2004, 2004 CPD ¶ 252 at 2 n.2. However, Priority One is not an interested party eligible to maintain any other challenge to the evaluation of Bionetic's proposal or the award decision. See Bid Protest Regulations, 4 C.F.R. § 21.0(a)(1); Baltimore Gas & Elec. Co., B-406057, et al., Feb. 1, 2012, 2012 CPD ¶ 34 at 15 n.15.

The issue here is whether the awardee's second revised proposal, which was evaluated as good technically, should have instead been evaluated as technically unacceptable. If the proposal was unacceptable, then no proposal would have been eligible for award.

The protester identifies one issue on the awardee's proposal that, Priority One asserts, was similar to an issue in its proposal that the agency evaluated as a significant weakness. Comments and Supp. Protest at 3. The agency assessed a significant

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HMS Fed.--Protest and Recon., B-407691.3, B-407691.4, Sept. 30, 2013, 2013 CPD ¶ 241 at 5. Thus, we view this allegation as abandoned.

The protester also asserted that the discussions were not meaningful where the agency failed to disclose that it had found some of the past performance references not relevant. Comments at 9-10. An agency's conclusion that a particular contract is not relevant does not rise to the level of a deficiency or significant weakness, nor does such a determination constitute adverse past performance information; the agency is thus under no obligation to inform an offeror in discussions that a past performance reference is considered not relevant. Maywood Closure Co., LLC, B-408343 et al., Aug. 23, 2013, 2013 CPD ¶ 199 at 9.

weakness in Priority One's proposal because the language used suggested that the protester might not have a grasp of the distinction between the quality control and internal quality assurance functions. See id. The protester asserts that the agency failed to designate similar confusion in Bionetic's proposal as a significant weakness. Id.

The protester further asserts that "the Agency described these problems" in its third request for proposal revisions for Bionetics. Id. The statement is misleading, at best. The agency's third request for revised proposals stated "the Deficiencies regarding your confusion with the [quality control (QC)] and IQA have been resolved [in the second revised proposal]." AR, Tab 4, Award Summary Memorandum, at 81. In the agency's third request, the agency's only concern was with the reporting structure and the possibility that the QC and IQA managers could be reporting to each other. Id. Bionetics replied that it would take all steps necessary to ensure no reporting relationship between these two positions, and the agency considered the issue resolved. Id. There is nothing in the record to suggest that the request for a third proposal revision was necessary to correct confusion between the QC and IQA functions, an issue that resulted in the assessment of a significant weakness in the protester's proposal.

The agency used the third request for proposal revisions to address various outstanding issues with the awardee's proposal. See AR, Tab 4, Award Summary Memorandum, at 80-85. The protester asserts that some of these issues should have risen to the level of weaknesses, significant weaknesses, or deficiencies. Comments at 2-4. Nothing in the record suggests that the agency had given the awardee the opportunity to address these issues in the prior two rounds of discussions. See AR, Tab 4, Award Summary Memorandum, at 47-77. It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, discussions must identify deficiencies and significant weaknesses in an offeror's proposal that could reasonably be addressed so as to materially enhance the offeror's potential for receiving award. Sentrillion Corp., B-406843.3, B-406843.4, Apr. 22, 2013, 2013 CPD ¶ 207 at 6. Priority One has not asserted that the awardee was accorded the opportunity in the third request for proposal revision to address concerns that the agency had raised previously in the first or second request for revised proposal. Because the agency identified issues with the Bionetic's proposal that had not yet been brought to the awardee's attention through discussions, we see nothing improper about the agency's decision to reopen discussions.⁶

Finally, the protester asserts that the fourth and final request for a proposal revision, (in June, 2017), permitted the awardee to correct deficiencies in its proposal similar to a deficiency for which the protester's proposal was evaluated as technically unacceptable.

⁶ Nothing in the record suggests the applicability of the exception to this rule, namely, that the weakness or deficiency was introduced by Bionetics during discussions. See Sentrillion Corp., B-406843.3, B-406843.4, Apr. 22, 2013, 2013 CPD ¶ 207 at 6.

Comments and Supp. Protest at 2-4. Given the passage of time from initial proposal submission to the third and fourth requests for proposal--a period of 6 months--three key personnel proposed by the awardee were no longer available for contract performance. In response to the agency's fourth request for revised proposals, the protester provided substitute personnel for those three positions, with letters of commitment for each; the agency evaluated the offered personnel as meeting the RFP requirements. See AR, Tab 40, Award Summary Memorandum, at 83-84.

We see little similarity between the protester's failure through two proposal revisions to identify a key staff person and the eventual lack of availability of Bionetic's key personnel. Moreover, the protester's proposal was properly excluded from the competitive range, and the agency was therefore not required to include the protester in subsequent rounds of discussions with the offeror in the competitive range. Professional Performance Dev. Group, Inc., B-311273, B-311273.2, June 2, 2008, 2008 CPD ¶ 101 at 12. Further, Priority One was excluded from the competitive range because its second revised proposal was "non-responsive" to the requirement to identify and submit a commitment letter for a qualified IQA manager and, while the contracting officer's representative acknowledged there had been some recent improvement in the protester's performance of the incumbent contract, the performance remained "less than desirable." AR, Tab 25, Notice of Exclusion, Aug. 25, 2017, at 1. Priority One has not explained how it would augment its response to its negative past performance on the incumbent contract if the agency were to again hold discussions with Priority One, especially since the agency contracting officer is aware of the protester's performance on the requirement. Therefore, the protester has not established competitive prejudice. See Klinge Corp., B-309930.2, Feb. 13, 2008, 2008 CPD ¶ 102 at 7 n.4 (general contention that protester might have revised proposal during further discussions is insufficient to show competitive prejudice). Accordingly, Priority One was not prejudiced by the agency's discussions with the one offeror in the competitive range,

The protest is denied.

Thomas H. Armstrong
General Counsel