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Decision

Matter of: Professional Performance Development Group, Inc.

File: B-311273; B-311273.2

Date: June 2, 2008

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Krystal A. Jordan, Esq., Department of Health and Human Services, for the agency. Katherine I. Riback, Esq., Sharon L. Larkin, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protester's proposal was reasonably evaluated by the contracting agency as technically unacceptable and excluded from the competitive range, where the proposal contained numerous informational deficiencies and the agency reasonably determined that discussions would not likely improve the proposal such that it would have a reasonable chance for award.

DECISION

Professional Performance Development Group, Inc., (PPDG) protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. FOHS2008REGA, issued by the Department of Health and Human Services (HHS), Federal Occupational Health Services (FOHS) for occupational health and clinical services. PPDG argues that the agency's technical evaluation of its proposal was improper.

We deny the protest.

BACKGROUND

The FOHS is a fee for service operation that, among other functions, assists federal managers in establishing occupational health services for federal employees; counseling employees at physical or emotional risk from alcoholism, drug abuse, stress, or other job-related factors; and promoting employee wellness and physical fitness. RFP § C.1. To this end, the FOHS has several thousand interagency agreements to provide basic occupational health and clinical services to federal

employees through FOHS's occupational health centers. Contracting Officer's Statement at 1.

The RFP, which contemplated the award of a time-and-materials contract for a base year with four 1-year options, sought a contractor to provide the occupational health and clinical services specified in FOHS's interagency agreements in FOHS Region A.¹ RFP §§ B.1, C.1, F.1. These services included, among other things, providing health screenings, first aid and treatment for minor illnesses and injuries, health awareness and education programs, and emergency responses. Id. § C.1.2. The solicitation's statement of work required the recruitment, retention, orientation, training, and oversight of all health care professionals and administrative staff necessary to deliver the required services at FOHS's "Service Provision Sites," which are permanent health centers typically located in buildings where there is a large concentration of federal employees. Id. In addition to routine staffing, temporary staffing is required to support federal response to natural disasters or other emergencies.

The RFP identified six evaluation factors, which were weighted on a 100-point scale: key personnel and personnel management (25 points), transition plan (20 points), corporate experience and capabilities (15 points), general technical approach (15 points), quality assurance (15 points), and past performance (10 points). The solicitation also stated that the six factors, when combined, were "relatively equal to price." Award was to be made to the responsible offeror whose proposal was determined to be the "most advantageous" to the government, all factors considered. Id. § M.2.a.

The RFP included detailed instructions regarding the submission of proposals. Each offeror's technical proposal was not to exceed 35 pages, excluding resumes. Id. § L.2. The RFP contained the following instruction to offerors:

Information requested herein must be furnished in writing fully and completely in compliance with instructions. The information requested and the manner of submittal is essential to permit prompt evaluation of all offers on a fair and uniform basis. Simple statements of compliance (i.e., 'understood'; 'will comply') without the detailed description of how compliance will be met may not be considered sufficient evidence that the proposed services can technically meet the requirements of this RFP. Accordingly, any offer in which material information requested is not furnished, or where indirect or incomplete

¹ Region A covers the following states: Texas, Missouri, Minnesota, Kansas, Indiana, Nebraska, Oklahoma, Arkansas, Louisiana, Illinois, Indiana, Wisconsin, Michigan, Ohio, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Mississippi, Florida, and Puerto Rico. RFP § B.3.

answers or information are provided may be considered not acceptable or determined to be outside the competitive range.

Id.

Twelve offerors, including PPDG, submitted proposals by the closing date stated in the solicitation. After reviewing the proposals, the technical evaluation panel (TEP) determined that 10 of the proposals were technically unacceptable, including PPDG's proposal, which received a score of 62 points out of a possible 100 points. Although the TEP noted a few strengths in the evaluation of PPDG's proposal, the TEP determined that PPDG's proposal, in numerous other instances, failed to provide information (or provided confusing or misleading information) that was required or contemplated by the solicitation, which resulted in the assessment of numerous "weaknesses" and "deficiencies" and low point scores under the evaluation factors.

For example, under the key personnel and personnel management factor (where PPDG's proposal received 17 out of 25 points), the TEP found that PPDG's proposal failed to provide a compensation plan for a pandemic event, address how the firm would manage a "large scale" pandemic event, and include an "incentive plan for [employee] retention"; the proposal also contained "confusing" information regarding PPDG's "Training Documentation" system and relied on "untested relationships [with] per diem nurses." Agency Report (AR), Tab 10, Consensus Technical Evaluation, at 3. Under the transition plan factor (where PPDG's proposal received 14 out of 20 points), the TEP found that PPDG's proposal lacked an organizational chart with identified lines of communication, and the proposal was "unclear" or "unrealistic" with regard to its recruitment timelines, employee orientation, and communication with employees. Id. at 4. Under the corporate experience and capability factor (where PPDG's proposal received 8 out of 15 points), the TEP concluded that PPDG's experience was "limited," and the proposal included "misleading statements." Id. at 5. Under the general technical approach factor (where PPDG's proposal received 9 out of 15 points), the TEP determined that PPDG did not provide a "company problem resolution plan," and did not specify any "methods" to manage or carry out day-to-day operations, and that the roles of the "PM" (project manager) and "PD" (project director) were unclear. Id. at 6. Under the quality assurance factor (where PPDG's proposal received 4 out of 15 points), the TEP concluded that PPDG's quality assurance plan lacked required detail, relied on "[g]eneric phrases" that did not specify how tasks would be accomplished, failed to incorporate such things as site surveys or client satisfaction surveys, and did not contain any description of its malpractice coverage. Id. at 7.

Based on the TEP's documented evaluation of multiple proposal deficiencies, the contracting officer determined that PPDG's proposal was technically unacceptable and should not be included in the competitive range. PPDG subsequently filed its protest with our Office. PPDG challenges numerous findings in the TEP's evaluation

report, essentially arguing that given the 35-page limitation on technical proposals, PPDG's proposal provided sufficient information to be considered technically acceptable, and that it should have been given the opportunity to address the agency's concerns during discussions.

In reviewing an agency's decision to exclude a proposal from the competitive range, we look first to the agency's evaluation of proposals to determine whether the evaluation had a reasonable basis. In reviewing an agency's evaluation, we will not independently determine the merits of a proposal, but will examine the record to ensure that the evaluation was reasonable and consistent with the evaluation criteria and applicable procurement laws and regulations. Safeguard Maint. Corp., B-260983.3, Oct. 13, 1995, 96-2 CPD ¶ 116 at 4. An offeror must submit an initial proposal that is adequately written and that affirmatively states its merits, or run the risk of having its proposal rejected as technically unacceptable. Global Eng'g & Constr. Joint Venture, B-275999.4, B-275999.5, Oct. 6, 1997, 97-2 CPD ¶ 125 at 3. Statements that are essentially blanket offers of compliance with the stated requirements are not an adequate substitute for detailed information necessary to establish how an offeror proposes to meet the agency's needs. Ervin & Assocs., Inc., B-280993, Dec. 17, 1998, 98-2 CPD ¶ 151 at 6. Agencies may exclude proposals with significant informational deficiencies from further consideration, whether the deficiencies are attributable to omitted, or merely inadequate, information addressing fundamental factors. Generally, offers that are technically unacceptable as submitted and would require major revisions to become acceptable are not required to be included in the competitive range for discussion purposes. Global Eng'g & Constr. Joint Venture, *supra*.

As explained in detail below, we find that HHS's evaluation of PPDG's proposal, and the subsequent decision to exclude the proposal from the competitive range, were reasonable and consistent with the solicitation. The record reflects that the proposal, in large part, either parroted back in whole or part the RFP's requirements, with a statement of PPDG's intent to meet the requirements, or simply lacked the required information or detail for the agency to determine that PPDG understood the RFP's requirements. Although it is true that proposals were limited to 35 pages in length, and therefore exhaustive detail could not be provided, our review of the record confirms the reasonableness of the agency's judgment that PPDG failed to provide the level of detail that reasonably could be expected, within the page limitation stated in the RFP.² Although we do not specifically address here all of the protester's arguments concerning the evaluation of its proposal, we have fully

² If PPDG believed that the page limitation was unrealistic and did not provide offerors with an adequate opportunity to respond to the solicitation's requirements, then it should have protested this limitation before the due date for proposals. 4 C.F.R. § 21.2(a)(1) (2008).

considered all of them and find that they afford no basis to question the agency's evaluation.³

KEY PERSONNEL AND PERSONNEL MANAGEMENT

Under the key personnel and personnel management factor, among other things, offerors were required to provide a description of the methodologies to respond quickly to unforeseen emergencies or disasters that would require a temporary surge in staffing by 50 percent, as well as methodologies to respond to a reduction in staffing needs during, for example, "extended building closures during a severe pandemic." RFP § M.4.2.1. Offerors also were required to state how they would "compensate their staff during such a pandemic." Id.

As noted above, the agency identified numerous "weaknesses/deficiencies" in PPDG's proposal under the key personnel and management factor. Among other identified concerns, the agency stated that PPDG's proposal lacked the detailed "methodologies" required by the RFP to explain how the firm would hire sufficient staff to meet unforeseen emergencies. HHS's Legal Memorandum at 16-17. In response, PPDG asserts that it provided a [DELETED] in its proposal that included [DELETED]. Protester's Comments at 14. However, our review of the record confirms that these areas of the proposal were replete with "will do" statements and did not adequately explain "how" PPDG would meet the staffing needs during a surge event.⁴ Since the RFP required offerors to adequately explain how they would accomplish requirements and cautioned them against relying on "will comply" language, we find reasonable the agency's conclusion that PPDG's proposal was deserving of proposal weaknesses and deficiencies under this evaluation factor for failing to provide adequate information in its proposal.

For example, the TEP assessed a "weakness/deficiency" to PPDG's proposal because PPDG relied on "untested relationships" with the per diem nurses to meet the "surge capacity" requirements of the contract. AR, Tab 10, Consensus Technical Evaluation, at 3. According to the agency, PPDG did not show that these per diem nurses were readily available or that PPDG had an actual relationship with these

³ Although our decision discusses several of the protester's specific challenges to proposal weaknesses, we note that the protester also asserts that HHS did not give sufficient weight to proposal strengths that were recognized by one or more of the evaluators. However, we agree with the agency that the isolated comments of a few evaluators did not reflect the consensus opinion of the TEP, and therefore the agency reasonably determined not to credit PPDG's proposal with strengths based on these isolated comments.

⁴ For example, the proposal asserts that PPDG [DELETED] but does not explain how it will accomplish these activities. AR, Tab 4, PPDG's Technical Proposal, at 9.

nurses; rather, PPDG's proposal stated only that the [DELETED] AR, Tab 4, PPDG's Technical Proposal, at 9; HHS's Legal Memorandum at 16. Although the agency recognized that PPDG's proposal identified, as [DELETED] the agency reasonably concluded that this did not demonstrate that PPDG could use per diem nurses in sufficient numbers to meet the surge requirements. HHS's Legal Memorandum at 17. Although PPDG disagrees with this assessment, it has not shown it to be unreasonable.⁵

The agency also assessed a "weakness/deficiency" to PPDG's proposal because the proposal addressed building closures in only one or two locations in the event of a pandemic and "[did] not address how [the firm] would manage in a large scale event" affecting many or all sites."⁶ AR, Tab 10, Consensus Technical Evaluation, at 3. The agency noted, as well, that PPDG's proposal failed to address how employees would be compensated during a pandemic. *Id.* The agency found that this did not evidence that PPDG understood the serious impact of a pandemic, which increased the likelihood that PPDG would be unable to meet the contract requirements during such a critical time. Contracting Officer's Statement at 6, 8.

In response to the agency's criticism, PPDG contends that the term "pandemic" was never defined in the solicitation and, since the RFP did not state that natural disasters could result in multiple site closings, PPDG's proposal should not have been penalized. Protester's Comments at 16. PPDG asserts that it is "difficult to imagine a pandemic or natural disaster that would affect most or all of the sites." Protest at 7. However, the protester also admits that a pandemic is "an epidemic that spreads through human populations across a large region (for example a continent), or even worldwide," thus recognizing the widespread impact of a pandemic. Protester's Comments at 9. Under the circumstances, we think that the protester did not reasonably address the impact of widespread building closures in its proposal, as was required by the RFP.

In addition, we find no error in the agency's assessed "weakness/deficiency" concerning PPDG's proposed compensation plan. In this regard, the RFP required the offerors to address employee compensation during pandemic events, RFP § M.4.2.1., and PPDG concedes that its proposal did not "specifically address" compensation of employees under the pandemic and natural disaster plan. Protest at 5. Although the protester contends that there is "no reason to differentiate

⁵ Although PPDG contends that having "tested relationships" is not required by the RFP, we find that the agency's consideration of whether PPDG has established relationships with its per diem nurses is reasonably encompassed within the stated evaluation criteria, which required the agency to evaluate how an offeror would respond to temporary staffing surges. RFP § M.4.2.1.

⁶ There are 86 sites in Region A.

between a routine [payroll] process and a pandemic payroll situation because employees will be compensated in accordance with governing laws under both situations,” and that there are “as many as sixty variables” that influence compensation during a pandemic, Protester’s Comments at 9, 11, these arguments appear nowhere in its proposal and do not excuse the protester’s failure to respond to a requirement of the RFP.⁷

TRANSITION PLAN

The transition plan evaluation factor required offerors to submit a transition plan that detailed the methods that would be used to ensure a smooth transition from the incumbent contractor to the offeror. Among other things, offerors were required to submit an “organizational chart that displays internal and external organizational relationships,” identify the “[m]ethods to orient and educate incumbents/new hires about the offeror’s company and [employee] benefits,” and provide a “Recruitment and Retention Plan.” RFP § M.4.2.2.

As noted above, the TEP identified several “weaknesses/deficiencies” in PPDG’s proposal under the transition plan factor. One of the “weaknesses/deficiencies” was the firm’s failure to provide an organizational chart. AR, Tab 10, Consensus Technical Evaluation, at 4. Our review of the record confirms, and PPDG concedes, that PPDG failed to provide an organizational chart as required by the solicitation. Although PPDG contends that the assessment of a weakness for this omission “elevates form over substance,” since elsewhere in its proposal PPDG provided “extensive narrative” concerning the organization and roles of its management personnel, Protester’s Comments at 37, our review of PPDG’s proposal reveals only a few general statements about the roles of four positions, which do not satisfy the RFP requirement for an organizational chart.

The TEP also assessed a “weakness/deficiency” because PPDG’s proposal was unclear about “who” would perform the orientation of the new and incumbent staff and “how” the orientation would be conducted. AR, Tab 10, Consensus Technical Evaluation, at 4. With regard to “who” would perform the orientation, PPDG’s proposal stated that orientation is [DELETED]. AR, Tab 4, PPDG’s Technical Proposal, at 6. With regard to “how” the orientation would be conducted, PPDG’s proposal stated that [DELETED] AR, Tab 4, PPDG’s Technical Proposal, at 6.

The agency explains, however, that it was unclear from PPDG’s proposal which of the [DELETED] listed individuals would be conducting the orientation and, because of the large number of sites and staff, it was “imperative” that the offeror clearly

⁷ If the protester believed, as these arguments suggest, that the proposal requirement was unreasonable, it should have protested the solicitation requirement before proposals were due. See 4 C.F.R. § 21.2(a)(1).

define who will orient the new staff. Contracting Officer's Statement at 12. In addition, the agency determined that the written materials that PPDG identified for use during the orientation do not address PPDG's "company and its benefits," as is required by the RFP. Id., See RFP § M.4.2. Since PPDG did not satisfy the RFP requirements, we conclude that the agency could reasonably downgrade PPDG's proposal under the transition plan factor on this basis.

The TEP also assessed a proposal "weakness/deficiency" because PPDG proposed "[u]nrealistic recruitment and retention timelines." PPDG contends that this weakness is unsupported by the record and is inconsistent with an identified strength for providing a "[g]ood recruitment and retention plan." AR, Tab 10, Consensus Technical Evaluation, at 4. The agency explains that, while the plan itself was "thorough," the timelines proposed were "unrealistic"; thus, HHS assessed both a strength and a weakness to PPDG's proposal under this evaluation factor. HHS's Supp. Legal Memorandum at 23.

We agree with the agency that there is nothing inconsistent with the assessment of both a strength and a weakness to PPDG's proposal, and we further find that the agency's conclusions are reasonable. Although the record confirms that PPDG provided a detailed timeline in its proposal for transition events, the agency persuasively explained in its report why the short deadlines for accomplishing particular tasks did not appear to be realistic, given the size and scope of the contract. For example, PPDG claimed that it will be able to process incumbent employees, perform background checks, test for competencies, and submit the information to the project officer within 10 days of contract award; in addition, the proposal provided for only 6 days of orientation involving staffing services in 22 states for the entire contract. Both of these timelines, the agency reasonably determined, were "unrealistic." Supp. Contracting Officer's Statement at 3-4. Although PPDG disagrees with the agency's assessment, it has not shown it to be unreasonable.

CORPORATE EXPERIENCE & CAPABILITY

Under the corporate experience and capability factor, offerors were to "describe past experiences and current capabilities which enable the Offeror to operate a Federal occupational health program of the scope and complexity described in the statement of work, focusing on work successfully accomplished within the past 5 years." RFP § M.4.2.3. The offeror also was required to "cite the population served, the volume and types of services provided, the range of categories employed, [and list] any innovations developed, and significant occupational health and program management problems solved." Id.

Among the several "weaknesses/deficiencies" identified under this factor, the TEP found that PPDG provided "misleading" information in its proposal, implying that the firm was the current FOHS contractor in Texas, Louisiana, Oklahoma, Arkansas, and

Kentucky. AR, Tab 10, Consensus Technical Evaluation, at 5. Specifically, the agency took issue with a chart provided in PPDG's proposal that purports to identify the company's "Professional Performance Experience." This chart listed each of the designated personnel labor categories, and the geographic location of "current/past" performance for each labor category. AR, Tab 4, PPDG's Technical Proposal, at 25. This suggested to the agency that PPDG was claiming that it had experience in all of the stated geographic areas, when in fact it did not. Although PPDG contends that its proposal was not misleading and informed the agency that the experience was that of individuals, and not PPDG "as a whole," Protester's Comments at 49, our review confirms that, at best, the proposal was unclear. Since PPDG has the burden of submitting an adequately written proposal, we find no error in the agency's assessment of a weakness here. Global Eng'g & Constr. Joint Venture, supra, at 3.

The agency also assessed PPDG's proposal a "weakness/deficiency" because the firm "failed to provide innovations developed, and [failed to identify] significant occupational health and program management problems solved." AR, Tab 10, Consensus Technical Evaluation, at 5. In this regard, the agency explains that although PPDG listed what the firm determined to be innovations (which included a [DELETED]) PPDG's proposal omitted any explanation of how or why these items were innovative, unique, or pioneering. For example, the agency could not understand how a 401(k) plan could be construed as an innovation. HHS's Legal Memorandum at 35-36.

PPDG argues that its proposal should not have been downgraded because the solicitation calls for occupational health staffing and services, and not research and development, and that its technical proposal was limited to 35 pages. Protester's Comments at 44. However, PPDG misses the point. PPDG's proposal failed to explain how the innovations identified in its proposal satisfied this requirement. Based on our review of the record, we find the agency's evaluation of PPDG's proposal, under the corporate experience and capability factor, to be reasonable.

GENERAL TECHNICAL APPROACH

Under the general technical approach evaluation factor, offerors were required to describe, among other things, "the corporate infrastructure and management roles of the project director, other key personnel, [and others] employed in project management." In addition, offerors were to provide a description of "their company problem resolution plan and how it would work with [the] FOH[S] specific problem resolution policy." RFP § M.4.2.4.

The TEP assessed multiple "weaknesses/deficiencies" to PPDG's proposal under this factor, including a weakness because the roles of the "PM" (project manager) and "PD" (project director) were "not clear," and several of their responsibilities were found to overlap. AR, Tab 10, Consensus Technical Evaluation, at 6. The agency explains that this weakness was crucial because "differing roles and having clear

lines of communication and responsibility is a key element in proper performance of a contract.” HHS’s Supp. Legal Memorandum at 29. PPDG contends that the agency’s evaluation is flawed, because PPDG did not propose a “project manager”, instead, it proposed a “contract manager.” Protester’s Comments at 55; Protester’s Supp. Comments at 17. However, the record demonstrates that the agency evaluated PPDG’s proposed contract manager and merely referred to this position as the “PM” in the evaluation record. We find that the misstatement of the position name had no impact on the reasonableness of the evaluation. Furthermore, the record confirms that PPDG’s proposal was unclear with regard to the overlapping roles of the project director and contract manager, which was the basis for the weakness assessed.

The TEP also assessed a “weakness/deficiency” to PPDG’s proposal because the proposal contained “[n]o company problem resolution plan,” as required by the solicitation. AR, Tab 10, Consensus Technical Evaluation, at 6. The agency explains that PPDG’s lack of a plan is significant because “problem resolution between the FOHS, its customers and contractors consumes a tremendous amount of time on a daily basis,” and if problems are not addressed “in a timely and systematic way,” this could lead to lost business. HHS’s Supp. Legal Memorandum at 30.

PPDG contends that it identified potential problems and discussed “how those problems would be handled” throughout its proposal.⁸ Protester’s Comments at 56. However, our review of the record confirms that the agency reasonably determined that PPDG’s proposal did not contain the required problem resolution plan. Although PPDG’s proposal contained general references, in various parts of the proposal, to tasks that could constitute elements of a problem resolution plan, the agency was not required to piece together disparate parts of the firm’s proposal to determine its intent; rather, it was PPDG’s responsibility to submit a problem resolution plan as required by the RFP. Interaction Research Inst., Inc., B-234141.7, June 30, 1989, 89-2 CPD ¶ 15 at 4-5. On this basis, we find the evaluation reasonable.

QUALITY ASSURANCE

Under the quality assurance factor, offerors were required to provide a proposed “quality assurance/quality improvement (QA/QI) plan” specific to the FOHS. This plan was to include “detail of processes for site visit quality reviews including review of health unit records, and enhancing effectiveness of internal supervision and

⁸ PPDG contends that a problem resolution plan is contained within its [DELETED] which PPDG argues includes [DELETED] Protester’s Comments at 55. However, this scorecard was proposed in response to the RFP’s requirements for a quality assurance and quality improvement plan, and does not specifically address the problem resolution plan requirement of the RFP. In any event, the agency properly credited PPDG’s proposal for its [DELETED] under the quality assurance factor, as further discussed below. See AR, Tab 10, Consensus Technical Evaluation, at 7.

performance of staff, client satisfaction surveys, orientation and training evaluations, and other feedback for improved operations.” The plan was also to include descriptions of the offeror’s “malpractice and other insurance coverage.” RFP § M.4.2.5.

Among the several “weaknesses/deficiencies” identified in the evaluation, the TEP noted that PPDG’s plan “lacked detail [that was] required of this element.” The TEP assigned weaknesses and deficiencies because PPDG’s QA/QI plan included “generic phrases” such as “will monitor,” without specifying “who” or “how” the tasks would be accomplished. Additionally, the TEP found that PPDG’s proposal failed to provide “benchmark[s] or specific indicators” that would be measured, and failed to discuss its malpractice or other insurance coverage. AR, Tab 10, Consensus Technical Evaluation, at 7.

The protester disagrees with the agency’s evaluation of its proposal under this factor. PPDG contends that its proposed [DELETED] which PPDG describes in its comments as a [DELETED] is responsive to the solicitation’s requirement.⁹ Protester’s Comments at 57. PPDG states, also, that it discussed “throughout” its proposal, and specifically in the quality assurance section of its proposal, “its proactive approach to preventing problems and the process by which it will solve potential problems.” *Id.* at 58. The protester does acknowledge that its proposal did not address its malpractice or other insurance coverage; however, it argues that because it failed to provide only one of the many required items under this evaluation factor, the agency should only have deducted one point from the maximum total point score for this evaluation factor. Protester’s Supp. Comments at 32.

We find the agency’s evaluation of PPDG’s proposal under the quality assurance factor to be reasonable. We note that the agency did assess PPDG’s proposal a “strength” for its use of the [DELETED] but that the agency reasonably concluded that the firm failed to include the detailed information required by the solicitation under this evaluation factor. As noted above, the agency was not required to piece together other areas of PPDG’s proposal to determine the details of PPDG’s QA/QI plan, see Interaction Research Inst., Inc., supra, at 4-5, and PPDG conceded that it omitted some required information, such as a description of its malpractice coverage. On these facts, we find the agency’s assessment of weaknesses and deficiencies under this evaluation factor to be reasonable.

⁹ According to PPDG, the [DELETED] and acts [DELETED]. Protester’s Comments at 57.

CONCLUSION

Given our determination that the agency's evaluation of PPDG's proposal was reasonable and consistent with the solicitation, and in view of the agency's conclusion that the proposal was technically unacceptable as a result of the weaknesses and deficiencies identified in the evaluation, we find that it likewise was reasonable for the agency to conclude that PPDG's proposal had no reasonable chance for award and to exclude PPDG's proposal from the competitive range. Lakeside Escrow & Title Agency, Inc., B-310331.3, Jan. 7, 2008, 2008 CPD ¶ 14 at 7-8.

To the extent that the protester argues that the deficiencies cited by the agency could have been addressed through "clarifications," we note that the informational deficiencies identified would have required major revisions to PPDG's proposal and, thus, could not be addressed through clarifications. Federal Acquisition Regulation (FAR) § 15.306(a). To the extent that PPDG argues that the agency should have held discussions with the firm, discussions need only be held with those offerors whose proposals are included in the competitive range and, as noted above, PPDG's proposal was properly excluded from the competitive range. Therefore, the agency was not required to hold discussions with PPDG here. FAR § 15.306(b), (c); Essex Electro Eng'rs, Inc., B-284149; B-284149.2, Feb. 28, 2000, 2000 CPD ¶ 72 at 12.¹⁰

The protest is denied.

Gary L. Kepplinger
General Counsel

¹⁰ The protester cites Alliant Techsystems Inc.; Olin Corp., B-260215.4; B-260215.5, Aug. 4, 1995, 95-2 CPD ¶ 79, for the proposition that portions of its proposal could have been improved during discussions. Protester's Comments at 4; Protester's Supp. Comments at 2. We disagree with the protester's application of that case to this protest. Alliant stands for the proposition that an agency must hold meaningful discussions with offerors in the competitive range. Here, unlike the protester in Alliant, PPDG's proposal was determined to be technically unacceptable and was properly not included in the competitive range. Therefore, the agency was not required to conduct discussions with PPDG regarding its weaknesses, significant weaknesses, or deficiencies.