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# Decision

**Matter of:** LinQuest Corporation

**File:** B-422285; B-422285.2

**Date:** April 11, 2024

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## DIGEST

1. Agency-level protest timely transmitted by electronic mail and received by the agency's servers prior to the deadline for receipt of protests, but not ultimately received by the contracting officer, is nonetheless considered timely filed for purposes of establishing timeliness of a subsequent protest to our Office.
  2. Protest of an agency's decision to establish a revised competitive range excluding the protester is denied where the protester's proposal remained technically unacceptable following voluminous discussions and the agency reasonably concluded that the protester's proposal would require significant revision to become acceptable.
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## DECISION

LinQuest Corporation, of Herndon, Virginia, challenges its exclusion from the competitive range under request for proposal (RFP) No. FA2518-22-R-0027 issued by the United States Space Force for research and development support services for the Joint Navigation Warfare Center (JNWC) at Kirtland Air Force Base, New Mexico, and other designated locations. LinQuest argues that the agency erred in evaluating its proposal, conducted misleading discussions, and erred in excluding its proposal from the competitive range.

We deny the protest.

## BACKGROUND

The agency issued the RFP on August 25, 2022, seeking to award a single indefinite-delivery, indefinite-quantity contract on the basis of a best-value tradeoff between technical factors and price. Agency Report (AR), Tab 1, Contracting Officer's Statement (COS) at 3; Tab 2, Memorandum of Law (MOL) at 2. The solicitation contemplated a two-phase evaluation. AR, Tab 16, Evaluation Factors for Award at 2. In the first phase, the RFP provided that offerors would submit a phase I proposal demonstrating expertise related to various requirements that would be evaluated on an acceptable/unacceptable basis. *Id.* Only offerors whose phase I proposals were found acceptable would be permitted to submit phase II proposals. *Id.* Phase II proposals would be evaluated on the basis of five factors: (1) scenarios/questions; (2) staffing plan; (3) phase-in plan; (4) small business participation; and (5) price and contract documents. *Id.* The RFP provided that factors three and four would be evaluated as either acceptable or unacceptable, and that factors one and two were of equal importance, and, when combined, were more important than factor 5. *Id.*

The agency received five phase I proposals in response to the RFP, including one from LinQuest, all of which were found acceptable. MOL at 4. All five offerors submitted phase II proposals, and the agency subsequently established an initial competitive range including all five offerors. *Id.* at 5. The agency then opened discussions, and, relevant to this protest, the agency issued 59 evaluation notices (ENs) to LinQuest, addressing several weaknesses, significant weaknesses, and deficiencies. See AR, Tab 85, LinQuest ENs. The agency then conducted additional oral discussions to provide LinQuest an opportunity to ask questions about the ENs. MOL at 5. During those oral discussions agency officials expressed an intent to discuss each of the ENs, but the protester repeatedly said they were "good" and requested to proceed to the next EN, ultimately asking questions about only 11 of the 59 ENs. *Id.*; see also AR, Tab 86, Oral Discussions Minutes at 1-2; Tab 87, Recording of Oral Discussions *generally*.

Following discussions, LinQuest submitted a revised proposal, but the agency concluded that the revised proposal not only failed to resolve a deficiency and significant weakness related to its staffing plan that were raised in discussions, but also introduced three new staffing plan deficiencies and several additional weaknesses. MOL at 6. The evaluators concluded that LinQuest failed to demonstrate a clear understanding of the requirements, and that its proposal would require significant revision to become acceptable. *Id.* at 6-7. The evaluators also concluded that two of the other five offerors were already technically acceptable following discussions. COS at 16.

The contracting officer then established a revised competitive range and notified the protester that it was excluded from the competitive range on November 13, 2023. MOL at 7. The protester received a debriefing on November 17, and at 3:10 p.m. on November 27, counsel for the protester transmitted an agency-level protest via email to the contracting officer. Comments and Supp. Protest at 12. The email in question reached a server operated by the Defense Information Systems Agency (DISA) on

behalf of the Space Force prior to the close of business on that day. *Id.*; MOL at 7-8; COS at 29.

However, the DISA server's firewall declined to deliver the email to the contracting officer's email account and deleted it without any notice to either the protester or the contracting officer because the email included a zip file attachment. *Id.* On November 28, the next morning, protester's counsel requested verification that the protest had been received, and the contracting officer replied the same day indicating that no protest had been received. Comments and Supp. Protest at 12-13. The same day, the protester promptly resent the protest successfully and the contracting officer confirmed receipt. *Id.*

On December 28, the contracting officer dismissed the protester's agency-level protest as untimely because it was not received by the contracting officer prior to close of business on November 27. MOL at 8-9. This protest followed.

## DISCUSSION

The protester alleges that the agency erred in excluding it from the competitive range for several reasons. First, the protester alleges that some of the ENs were confusing or misleading as the protester made the changes requested in the ENs but was assigned new weaknesses for the very proposal changes the agency had requested. Comments and Supp. Protest at 7-8. Second, the protester contends that the agency erred in assigning some of the weaknesses and deficiencies to its proposal because either its proposal fully addressed the issues that the agency concluded were not addressed or the agency misunderstood the protester's proposal. *Id.* at 2-4, 8-11. Finally, the protester argues that the agency erred in concluding that its proposal would require significant revisions to become acceptable as the deficiencies and weaknesses identified in its proposal were readily correctable had the agency conducted another round of discussions.<sup>1</sup> *Id.* at 4-6, 7-8, 11.

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<sup>1</sup> The protester advances additional collateral arguments. While we do not address all the protester's arguments in this decision, we have considered them and conclude that they provide no basis to sustain the protest.

For example, the protester argues that the agency conducted a comparative assessment of proposals when establishing the revised competitive range but did not adequately document that comparative assessment. Comments and Supp. Protest at 15-16. The record, however, does not reflect that any qualitative or comparative assessment was required or conducted in this case. In this regard, the contemporaneous record does not suggest that the agency performed a tradeoff between the offerors or compared the relative merits and demerits of their proposals. Rather, the record suggests the agency looked at each proposal individually and assessed whether the proposal should remain in the competitive range based on the state of the proposal following discussions. See AR, Tab 78, Source Selection Evaluation Board Report at 3-4, 93-106. Because the protester's proposal remained  
(continued...)

In response, the agency first argues that the protest is untimely and should be dismissed because it was filed more than ten days after the protester knew or should have known its basis of protest, and the agency-level protest did not toll the time for filing because it was untimely filed. MOL at 22-27. In the alternative, the agency argues that the protest should be denied because the protester's proposal had numerous deficiencies and significant weaknesses, and that, following discussions, the protester's revised proposal not only failed to resolve several of those issues but introduced new weaknesses and deficiencies. MOL at 9-22. Accordingly, the agency contends it reasonably concluded that the protester's proposal was no longer competitive with the other already technically acceptable proposals in the competitive range and excluded the protester from the revised competitive range. MOL at 6-7.

For the reasons that follow, we disagree with the agency that the protester's agency-level protest was untimely filed, and, thus, find no basis to conclude that the subsequent protest to our Office was untimely. Upon review of the protest, however, we find no basis to object to the agency's evaluation of LinQuest's proposal or the resulting decision to exclude the proposal from the competitive range.

#### Timeliness

Preliminarily, the agency contends that we should dismiss this protest because, while the protester filed it within 10 days of adverse agency action on an agency-level protest, that agency-level protest was untimely and the exception in our Regulations tolling the filing deadline for protests only applies where a preceding agency-level protest was timely filed. MOL at 22-23 (*citing* 4 C.F.R. § 21.2(a)(3)). The protester argues in response that its agency-level protest should have been considered timely because it was received by the agency's servers prior to the deadline for submission of an agency-level protest. Comments and Supp. Protest at 11-15.

Here the parties agree concerning the relevant facts but differ in their view of the legal consequences of those facts. It is undisputed that the protester transmitted its agency-level protest approximately two hours prior to the time for receipt of protests via email. *Id.* It is also undisputed that the protest reached a government server operated by DISA, at which point the email was stopped by a firewall and automatically deleted

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technically unacceptable after discussions, and in fact had been assessed additional deficiencies, the agency concluded that LinQuest's proposal would require significant revisions to become technically acceptable and recommended excluding the firm from the competitive range. *Id.* at 106. In contrast, at least two other offerors in the competitive range had no deficiencies following discussions and were technically acceptable, so the agency recommended retaining them in the competitive range. Supp. MOL at 1-3. We do not understand those conclusions as constituting an inadequately documented qualitative or comparative assessment, but rather a simple assessment of the state of each offeror's progress during discussions that is fully documented in the record.

without notice to either the protester or the contracting officer. *Id.* The next morning, the protester promptly wrote to confirm receipt of the protest at which time both parties realized that the protest had not been received by the contracting officer, and the protester successfully retransmitted it. *Id.* The agency subsequently dismissed the agency-level protest as untimely because it had not actually been received by the contracting officer within 10 days of the agency-provided debriefing. MOL at 8-9. The current protest was then filed with our Office within 10 days of the agency's dismissal of the agency-level protest.

Our Regulations explain that protests with our Office will be considered timely if filed within 10 days of actual or constructive knowledge of adverse agency action on a timely agency-level protest. 4 C.F.R. § 21.2(a)(3). The protester contends that the agency erred by dismissing its agency-level protest as untimely, and, in any case, argues that we should not dismiss the current protest because our decisions have concluded that a protest is timely filed via email when that email is received by an agency's servers prior to the filing deadline. Comments and Supp. Protest at 11-15 (*citing SageCare, Inc.*, B-418325, Mar. 5, 2020, 2020 CPD ¶ 95 at 3, and *Sygnetics, Inc.*, B-404535.5, Aug. 25, 2011, 2011 CPD ¶ 164 at 4 n.1).

In response, the agency advances two principal arguments. First, the agency urges us to apply our line of decisions concerning proposal or quotation timeliness to this context instead of the decisions cited by the protester. Under the standard applicable to proposals or quotations, the agency argues that LinQuest's agency-level protest was clearly untimely. MOL at 25-26 (*citing Airrus Mgmt. Sys., LLC*, B-416358, Aug. 9, 2018, 2018 CPD ¶ 275). In the alternative, the agency argues that the protest did not actually reach its servers, but rather only reached an edge or boundary firewall operated by an entirely different agency. *Id.* at 22-25. According to the agency, the fact that the protest email was "turned away at the gates" is a meaningful distinction between this case and the decisions cited by the protester. *Id.* at 25.

Concerning the agency's first argument, we note that our decisions concerning proposal and quotation timeliness are based on a regulatory regime that does not apply to submission of protests. Of note, the Federal Acquisition Regulation (FAR) includes a provision that establishes specific timeliness requirements for electronic submissions of proposals. See FAR 15.208(b)(1)(i). We have consistently explained that the FAR provision displaces the conventional government control analysis that applies to physical delivery of proposals and quotations. See *Airrus Mgmt. Sys., LLC, supra* at 3 (explaining the interaction of the subsections of FAR 15.208(b)(1)). However, those FAR provisions by their terms do not apply to the filing of protests. Protests are governed by FAR part 33, which does not contain any similar timeliness rules, and for that reason our decisions concerning protest timeliness necessarily diverge from our proposal timeliness decisions.

For example, our decision in *Sygnetics, Inc.*, concluded that a protest submitted to our Office via email in advance of the due date and time for submission of protests that was quarantined by GAO's email firewall was timely filed even though it did not reach the

appropriate mailbox at our Office until the next day. Our decision reached this result because the protest had reached our servers prior to the time it should have been filed. See *Sygnetics, Inc., supra* at 4 n.1. In *SageCare*, we similarly concluded that an agency-level protest was timely filed because it had been transmitted and reached an agency's servers prior to the time for filing, notwithstanding an agency-internal delay in the email reaching the contracting officer's specific email account. *SageCare, supra* at 3 (citing *Sygnetics, Inc., supra*). We see no reason to displace the analysis articulated in those decisions on the facts presented here.

Additionally, the fact that the protest was stopped when reaching DISA's server rather than the Space Force's servers is immaterial for two reasons. First, the DISA server in question is inarguably the government's server; it is a server operated by another government agency for the Space Force's benefit. Further, there can be no question that the email had reached the government's servers when it was deleted, because DISA's servers could not have deleted the email if it had not first reached those self-same servers.

Second, and more significantly, the intricacies of an agency's network topography are entirely opaque to a protester; all a protester can do is send an email to the address specified in the solicitation. What happens once the email reaches the agency's email infrastructure is both unknown to the protester and entirely outside of the protester's control.<sup>2</sup> In short, adopting the agency's proposed distinction would cause questions of protest timeliness to turn on the vagaries of an agency's email infrastructure, which would be irrational in this context.<sup>3</sup>

To summarize, it is undisputed that the protest email timely reached the agency's servers but was deleted by the agency's email infrastructure. The protester worked diligently to confirm receipt of its protest and retransmit once the issue was detected. On the facts presented here, we conclude that the agency-level protest was timely filed for purposes of assessing timeliness of the protest filed with our Office, and accordingly this protest is timely.

## Discussions and Evaluation Challenges

Turning to the merits of the protester's allegations, LinQuest raises a number of interrelated challenges to the agency's conduct of discussions, evaluation of the

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<sup>2</sup> Of note, the solicitation here did not include any specific instructions to offerors explaining that zip files were prohibited in email transmissions of protests to the agency. The absence of any specific instructions to potential protesters underscores that it would be unreasonable on these facts to shift the risk of non-receipt to the protester.

<sup>3</sup> By contrast, we have reached a different conclusion when considering timeliness of electronically transmitted proposals, principally because, as discussed above, there is a specific regulatory provision addressing timeliness of electronic transmission of proposals. See *Airrus Mgmt. Sys., LLC, supra* at 3; FAR 15.208(b)(1)(i).

protester's proposal, and subsequent determinations that the proposal should be excluded from further consideration. The protester principally alleges that the agency engaged in misleading discussions, failed to reasonably evaluate proposals in accordance with the solicitation's criteria, and unreasonably determined that the protester's proposal would require extensive revisions to be made technically acceptable.

The FAR provides agencies with authority to make successive competitive range determinations to, among other things, narrow the competitive range. See FAR 15.306(c)(3) (explaining that a contracting officer, after conducting discussions may decide that an offeror's proposal should no longer be included in the competitive range). Moreover, our Office consistently has found support for an agency to establish successive competitive ranges. See, e.g., *Cambridge Systems, Inc.*, B-400680, B-400680.3, Jan. 8, 2009, 2009 CPD ¶ 12 at 5; *Dynacs Eng'g Co., Inc.*, B-284234 *et al.*, Mar. 17, 2000, 2000 CPD ¶ 50 at 4; see also *The New Jersey & H Street Limited Partnership*, B-288026, B-288026.2, July 17, 2001, 2001 CPD ¶ 125 at 3 (explaining that exclusion from a revised competitive range is tantamount to elimination from a competition).

The determination that a proposal should be included in or excluded from a competitive range is principally a matter within the sound judgment of the procuring agency. *Dismas Charities, Inc.*, B-284754, May 22, 2000, 2000 CPD ¶ 84 at 3. The significance of the weaknesses or deficiencies in an offeror's proposal, within the context of a given competition, is a matter for which the procuring agency is, itself, the most qualified entity to render judgment. Our Office will review that judgment only to ensure it was reasonable and in accord with the solicitation provisions; a protester's disagreement with an agency's judgment does not establish that the judgment was unreasonable. *Albert Moving & Storage*, B-290733, B-290733.2, Sept. 23, 2002, 2003 CPD ¶ 8 at 6; *CMC & Maint., Inc.*, B-290152, June 24, 2002, 2002 CPD ¶ 107 at 2.

For the reasons discussed below, we find no basis to sustain the protest.

### Misleading Discussions

The protester argues that several of the agency's ENs were confusing or misleading. For example, the protester notes that the agency's ENs encouraged the protester to remove a staff position, but then the agency subsequently assigned the protester's proposal a deficiency for removing that staff position. See Comments and Supp. Protest at 7-8. Specifically, the EN explained that the protester exceeded minimum staffing requirements and questioned why the protester had included an intelligence analyst subject matter expert (SME) position. *Id.* In response, the protester removed the position in its revised proposal, but was assigned a deficiency. *Id.* The protester contends that the agency misled it into removing the position and then penalized it for following the agency's directions.

We do not agree. The EN in question was titled “Labor Category Location, Intelligence Analyst--SME” and read as follows:

The Offeror’s proposed approach has exceeded mandatory minimums (in ways that are not integral to the design) the removal of which and corresponding price decrease may make the proposal more competitive, regarding the labor categories and associated number of hours to meet or exceed all TO [Task Order] PWS [Performance Work Statement] requirements for the base period and all option years for Task Order One.

Specifically, the Offeror proposed the duty location of the “Intelligence Analyst--SME”, Line 21, to be at Offutt AFB [Air Force Base], NE [Nebraska]. This duty location is not required for the JNWC mission.

Please explain the intent of this approach or update your proposed approach as necessary.

AR Tab 85, LinQuest ENs at 119

The agency explained that this EN was intended to communicate that the position was not required at the specific location mentioned in the EN, not that none of the labor hours covered by that position were required. MOL at 16-17. The protester removed the position, but did not replace any of the labor hours, leaving insufficient labor hours to address several PWS requirements, which is what resulted in the new deficiency. *Id.* The agency’s explanation of the EN is reasonable and consistent with the text of the EN--both the title and text of the EN are explicit that it is the duty location of the specific position that is the issue. See AR Tab 85, LinQuest ENs at 119 (“*Labor Category Location, Intelligence Analyst--SME*,” “Specifically the Offeror proposed the *duty location* of the ‘Intelligence Analyst--SME’ . . . to be at Offutt AFB, NE. *This duty location is not required* for the JNWC mission.”) (emphasis added).

Moreover, the agency argues that the protester did not ask questions about this EN, even though they were given the opportunity to do so. MOL at 16-17 (*citing* AR Tab 86, Oral Discussion Minutes). In response, the protester concedes it did not ask about this EN, but notes that it had only one hour to address 59 ENs during oral discussions, and so the protester was required to prioritize some evaluation notices over others. Comments and Supp. Protest at 7.

While we recognize that the protester faced time pressures, we note that the circumstances were, to some extent, of the protester’s own making. While the protester only had sixty minutes to address 59 ENs, it was the contours of the protester’s own proposal that resulted in that volume of notices. More significantly, the protester only asked questions concerning 11 of the 59 ENs, asking no substantive questions about the vast majority of the agency’s concerns despite the agency offering to address each notice. That is to say, the protester made a strategic decision to go “depth first” on a



handful of notices while not requesting more information about the majority of evaluated concerns.

In this case, that strategy did not play out well for the protester, but that does not change the fact that the agency provided the protester an opportunity to ask for more information and the protester did not avail itself of the opportunity. Our decisions have been consistent in concluding that agencies are only required to lead offerors into the areas of their proposals that require improvement or correction. *See, e.g., Northstate Heavy Equipment Rental*, B-416821, Dec. 19, 2018, 2018 CPD ¶ 430 at 5. Agencies are not required to “spoon-feed” offerors during discussions especially where the offeror has, for its own reasons, declined the spoon. *See Id.* In short, we see no reason to conclude that the EN in question was misleading or otherwise inappropriate.

#### Evaluation Errors and Unstated Evaluation Criteria

Next the protester claims that the agency erred in evaluating its proposal. For example, the protester contends that the agency applied unstated evaluation criteria when it assigned multiple deficiencies or weaknesses for the protester’s proposed approach to cross-utilize several individuals to address multiple PWS requirements. *See* Comments and Supp. Protest at 7-11. The solicitation did not prohibit cross-utilization or otherwise indicate that it was disfavored, so the protester argues that the agency erred by concluding that its staffing approach posed risk for that reason. *Id.* Similarly, the protester objects to the agency’s conclusion that its proposal of more senior personnel than was required by the solicitation amounted to a weakness. *Id.*

In response, the agency notes that the protester’s overall approach involved extensive cross-utilization, frequently accompanied by the proposal of fewer overall staff, which the agency assessed as a risk to performance because the fewer staff proposed may be unable to achieve all of the PWS requirements. MOL at 17-22. For example, the agency notes that the protester proposed to have one position support work requirements for two different divisions, and the agency was concerned that this could result in inadequate labor hours, leading to one division or the other not being able to meet their mission needs. *Id.*

The agency was also concerned that this proposed cross-utilization could pose risks to recruitment and retention. *Id.* Relatedly, the fact that the protester proposed fewer, but more senior, staff did not ameliorate this concern because retaining or replacing more senior staff can be more challenging than retaining or replacing less experienced staff. *Id.* Finally, the agency notes that it identified concerns with cross-utilization in the initial ENs, and the issue remained substantially unresolved in the protester’s revised proposal, which included increased overall cross-utilization, such that the agency concluded the protester’s approach posed new and additional risks to performance. *Id.*

When reviewing a protest challenging an agency’s evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. Rather, we will

review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. Moreover, where a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. In that regard, procuring agencies are not required to identify every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *Id.*

We see no reason to conclude that the agency's concerns were irrational or represented an unstated evaluation criterion. The solicitation provided that the agency must evaluate offerors' staffing plans to assess risk by evaluating, among other things, whether a proposal "[c]learly provides labor categories, including corresponding minimum qualifications and wages to meet or exceed all potential tasks called for under this contract," and whether "[t]he proposal clearly demonstrates an effective approach to attracting, recruiting, retaining, and/or replacing personnel with requisite security clearances within 60 days of vacancy." AR, Tab 16, Evaluation Factors for Award at 4. Similarly, the solicitation provided that the agency would evaluate the staffing plan for the sample task order by considering whether "[t]he staffing plan clearly demonstrates appropriate labor category descriptions, education, professional qualifications, licenses, training, certifications and/or security clearances necessary to meet or exceed all Task Order One PWS requirements." *Id.*

The agency's concerns about the risks posed by using a smaller group of more senior staffers to perform a wide variety of disparate functions is reasonably related to the solicitation's express requirement that the agency evaluate both whether an offeror proposed adequate labor to meet or exceed all required tasks and whether the offeror proposed an effective approach to recruitment and retention. In short, these evaluation conclusions are a reasonable exercise of the agency's discretion and are entirely consistent with the evaluation scheme contemplated by the solicitation. The protester's disagreement with the agency's evaluation findings, without more, provides no basis on which to sustain the protest. *See, e.g., Northrop Grumman Tech. Servs., Inc.; Raytheon Tech. Servs. Co.*, B-291506 *et al.*, Jan. 14, 2003, 2003 CPD ¶ 25 at 15-16 (denying protest that agency unreasonably assessed risk in the protester's approach where the protester merely disagreed with the agency's determination that the protester failed to propose enough staff to allow for the effective and optimal use of cross-training and cross-utilization); *Pacific Architects & Eng'rs, Inc.*, B-262243, B-262243.2, Dec. 12, 1995, 95-2 CPD ¶ 253 at 9 (same, with respect to the agency's concern that the protester's proposed personnel cross-utilization plan could overtask individuals to the point of ineffectiveness).

## Readily Correctable Errors

Finally, the protester contends that the agency erred in concluding that its proposal would require significant revisions to become technically acceptable because the majority of the remaining technical faults in its proposal could be readily resolved through just a handful of additional changes. Comments and Supp. Protest at 4-6, 7-8, 11. Among other examples, the protester notes that its proposal was assigned a deficiency for including a certification that did not meet the solicitation's requirements for a senior information systems specialist position. *Id.* at 4-6. The protester contends that it proposed the correct qualifications for this position in its initial proposal, so the inadequate qualifications in its revised proposal were a simple error and could have been readily corrected had the agency permitted the protester to do so. *Id.* The protester similarly argues that the other issues facing its proposal would be similarly easy to correct. *Id.* at 11.

We do not agree that the agency was in error when it concluded that the protester's proposal would require significant revisions to become technically acceptable. First, we note that the agency assessed four deficiencies, two significant weaknesses, and two weaknesses to the protester's revised proposal. One deficiency and one significant weakness remained unresolved after the initial round of discussions, and the remainder were newly introduced by the protester's revisions. Given that many of the deficiencies and weaknesses related to a core feature of the protester's staffing plan (e.g., cross-utilization of a comparatively small cadre of senior staff), and that the protester failed to fully resolve those issues that were present in its initial proposal, it is not apparent that several of the evaluated concerns would be easily correctable.

Turning to the protester's specific example, while the insufficient qualifications may have been, as the protester suggested, a simple error in its proposal, it was a newly introduced error following discussions. Given the volume of deficiencies and weaknesses, the agency had no way of assessing whether this was simply an error or a deliberate change in light of other proposal changes. While the agency could have chosen to exercise its discretion to retain the protester in the competitive range and continue discussions, the agency was not obligated to do so. See FAR 15.306(c)(3). On the record before us, we see no reason to question the agency's conclusion that the protester's proposal would require significant revisions to become technically acceptable. In short, where the protester had several issues that it failed to resolve in the initial round of discussions and then introduced new deficiencies and weaknesses in its revised proposal, we see no basis to conclude that the agency erred by revising the competitive range and excluding the protester.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel