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**United States General Accounting Office**  
**Washington, DC 20548**

**Comptroller General  
of the United States**

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# Decision

**Matter of:** D S Inc.

**File:** B-289676

**Date:** March 12, 2002

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Gary A. Wilson, Esq., Duane Morris, for the protester.

Kenneth A. Martin, Esq., and Jennifer C. Adams, Esq., Martin & Adams, for Chenega Technology Services Corporation, an intervenor.

Maj. Edward E. Beauchamp, and Lucie Sterling, Esq., U.S. Army Materiel Command, for the agency.

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

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## DIGEST

Challenge to the exclusion of the protester's proposal from the competitive range is denied where the record shows that the evaluation was reasonable and consistent with the evaluation criteria announced in the solicitation, and that exclusion of the proposal based on the evaluation ratings was consistent with the evaluation scheme in the solicitation.

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## DECISION

D S Inc. (DSI) protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. DAAB07-01-R-L710, issued by the U.S. Army Communications-Electronics Command (CECOM) for support services at Fort Monmouth, New Jersey. DSI contends that CECOM improperly evaluated its proposal.

We deny the protest.

## BACKGROUND

During November 2000, CECOM placed draft documents, including all performance work statements (PWS) relevant to the procurement, on the Interactive Business

Opportunities (IBOP) web page.<sup>1</sup> The RFP, issued on March 6, 2001 as a competitive section 8(a) total set-aside, contemplated the award of a combined cost-plus-award-fee/fixed-price contract for a base period with up to nine 1-year option periods. RFP § L-16. Section M of the RFP listed the following evaluation factors in descending order of importance (subfactors shown in parentheses): performance risk, cost/price, management (approach and procedures, plans), technical (group 1 PWS, group 2 PWS). In evaluating the management and technical proposals, the RFP stated that evaluators would consider the feasibility of the offerors' approach, their understanding of the requirements, and the completeness of proposals. With respect to the management and technical factors, the RFP stated that evaluators would assign adjectival ratings ranging from unacceptable to outstanding at the subfactor/PWS level only. The subfactor ratings would then be rolled up to determine the proposals' overall factor ratings. *Id.* § M, at 6. The RFP stated that, to be considered for award, proposals must achieve at least a rating of acceptable under the management factor, management approach and procedures subfactor, and the technical factor. *Id.* ¶ 1.0. Award was to be made on the basis of the proposal deemed to represent the best value to the government.

A source selection evaluation board (SSEB) evaluated the two initial proposals CECOM received, and retained both proposals, including DSI's, within the competitive range. Agency Report (AR) exh. 16, Competitive Range Determination, May 29, 2001. Based on that initial evaluation, CECOM developed and transmitted to DSI items for negotiations (IFN) reflecting the SSEB's concerns with DSI's proposal. AR exh. 18, CECOM Letter to DSI, May 31, 2001. CECOM subsequently engaged in face-to-face, telephonic, and written discussions with DSI on eight separate occasions over 3 months, from June through mid-August, 2001. At the conclusion of those negotiations, CECOM requested and DSI submitted its final proposal revision (FPR).<sup>2</sup> The SSEB reevaluated DSI's FPR and found that, notwithstanding the several rounds of discussions, minor and major weaknesses remained in DSI's FPR with respect to PWS No. 6 (electrical plants and systems); PWS No. 9 (roads and grounds maintenance); and PWS No. 27 (supply). Consequently, the SSEB rated the proposal unacceptable under each of those subfactors, resulting in an overall rating

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<sup>1</sup> CECOM uses the IBOP web page to issue solicitations, communicate with potential offerors concerning procurements, and encourage industry comments. Internet users may access the IBOP web page at <https://abop.monmouth.army.mil>.

<sup>2</sup> To the extent that the protester argues that CECOM should have requested further information regarding the weaknesses identified in DSI's proposal, we conclude that the agency's several rounds of discussions accurately reflected the SSEB's concerns about DSI's proposal, and adequately pointed out those areas of DSI's proposal requiring further explanation. *See ITT Fed. Servs. Corp.*, B-250096, Jan. 5, 1993, 93-1 CPD ¶ 6 at 8. The fact that DSI's "unacceptable" ratings did not change following several rounds of discussions does not mean that CECOM's discussions were flawed.

of unacceptable under the technical factor. Based on these results, the contracting officer (CO) eliminated DSI's proposal from further consideration. AR exh. 36, Interim Competitive Range Determination, Dec. 27, 2001. This protest to our Office followed a debriefing by the agency.

DSI challenges the evaluation of its proposal under PWS Nos. 6, 9, and 27, where its proposal was found unacceptable. The protester primarily contends that CECOM unreasonably determined that DSI had proposed insufficient labor hours for each of those three functions.<sup>3</sup>

## DISCUSSION

The determination of whether a proposal is in the competitive range is principally a matter within the discretion of the procuring agency. Dismas Charities, Inc., B-284754, May 22, 2000, 2000 CPD ¶ 84 at 3. Our Office will review an agency's evaluation of proposals and determination to exclude a proposal from the competitive range for reasonableness and consistency with the criteria and language of the solicitation and applicable statutes and regulations. Novavax, Inc., B-286167, B-286167.2, Dec. 4, 2000, 2000 CPD ¶ 202 at 13. Here, as explained in greater detail below, we conclude that the evaluation of DSI's proposal and its exclusion from the competitive range were reasonable and consistent with the solicitation.

### Evaluation of DSI's Proposal

For purposes of preparing and evaluating proposals under the technical factor, the RFP listed separate PWSs numbered 1-32 (PWS Nos. 24 and 31 were intentionally omitted), reflecting all of the functional areas covered by the RFP. Offerors were required to demonstrate in their proposals an understanding of the technical functions and requirements and the feasibility of their approach for providing the required services. To facilitate the evaluation of proposals, offerors were required to specifically address technical personnel and performance methodology for each separate PWS. For each PWS, offerors were required to provide competent personnel capable of performing the required services, and develop and execute a technical approach that would successfully and timely provide the required services. RFP § M.2.4.

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<sup>3</sup>DSI argues that as a result of various changes that have occurred at Fort Monmouth since the incumbent's contract was awarded in 1995, the workload estimates contained in the RFP, particularly with respect to PWS Nos. 6 and 9, were inaccurate. This allegation, raised nearly 9 months after the time set for receipt of initial proposals, is untimely, and will not be considered. 4 C.F.R. § 21.2(a)(1) (2001).

## PWS No. 6—Electrical Plants and Systems

Under this PWS, the contractor is required to inspect, test, maintain, install, and repair electrical plants and systems at Fort Monmouth and sub-posts. The PWS listed specific requirements and provided estimated workload data totaling 25,965 annual labor hours (excluding preventive maintenance work). CECOM calculated that DSI proposed a total of 18,900 annual labor hours, including preventive maintenance work. The SSEB found that DSI had proposed insufficient labor hours for this PWS, and so advised DSI during several rounds of oral and written discussions. Specifically, on August 14, CECOM conveyed the SSEB's continuing concerns in this area in the following IFN:

Your total hours to meet this requirement are significantly less than those estimated by the Government (25,965 v. 18,990<sup>4</sup>). In addition, the hours provided for interior electrical work appear to be insufficient. Please explain. Where hours, positions, duties, etc., will be reduced or eliminated through efficiencies, please provide details of the proposed efficiencies. If as a result of this IFN, you choose to revise any portion of your proposal, please indicate any such change with a vertical bar, and provide a detailed explanation of the change and its effect on any other portion of your proposal.

AR exh. 30, IFN No. 6-A-2, Aug. 14, 2001.

In response to this IFN, DSI explained that it calculated proposed labor hours based on observations reported by E.Z. Consulting (EZC), a construction management consulting firm DSI hired to research the productivity of the incumbent workforce and its management. DSI explained that EZC had monitored employees' break and lunch patterns, including the frequency of trips made to return to their central shops from the work sites during the day. DSI stated that EZC reported that taking into account travel to and from their central shops to the job sites, employees were taking longer than the authorized 45-minute lunch break, and more than 30 minutes for authorized morning and afternoon breaks. Based on EZC's findings, DSI estimated that out of an 8-hour workday, the incumbent workforce's productive time was approximately only 6 hours. The protester concluded that it proposed a more effective workforce and management style that would increase productivity by 27 percent.

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<sup>4</sup> The agency explains that this figure is incorrect and should have been 18,900. Contracting Officer's Statement, Feb. 13, 2002, at n. 6.

The SSEB found DSI's explanation unconvincing for several reasons.<sup>5</sup> For instance, the evaluators noted that while DSI made general assumptions regarding the overall workforce, the data did not correlate EZC's observations with the employees performing PWS No. 6 tasks. The SSEB also noted that although DSI indicated that EZC's observations were made over a 1-month period, DSI did not indicate whether the observations coincided with a low demand period. The SSEB concluded that given the unspecified timeframe of the observed behavior, and limited sample size, DSI could not reasonably extrapolate EZC's limited observations to the general workforce, or to the employees performing PWS No. 6 tasks in particular.

In the SSEB's opinion, DSI did not convincingly explain the rationale for the difference between the government's estimated total labor hours for this PWS and DSI's proposed staffing levels, which the evaluators considered significant. Notably, the SSEB found that, in its FPR, DSI had significantly decreased the total number of hours for one element of PWS No. 6--interior electrical system--which the evaluators considered to be a major weakness. Specifically, DSI reduced the total number of labor hours it proposed in this area from 4,140 to 3,140. In response to the IFN concerning this weakness, DSI explained that the incumbent had been observed performing these tasks with a mixed labor force, consisting of both licensed and unlicensed electricians. According to DSI, the incumbent's approach was inefficient because it required two employees to perform tasks that DSI proposed to be performed with one electrician.

The SSEB noted that the RFP listed 21 separate components within the interior electrical system component (e.g., cables, wires, and raceways; conductors; sirens; and electric heaters, lamps, and clocks). RFP, PWS No. 6, ¶ 3.3. The evaluators noted that the contractor is required to inspect, maintain, install and repair all of these electrical components at Fort Monmouth and all of its sub-posts, comprising 500 buildings and residences with a total of 5.5 million square feet of space. The SSEB concluded that DSI could not successfully provide the required services at all of those locations with the labor hours the firm proposed.

DSI argues that its approach is more efficient than the incumbent's. The protester also maintains that CECOM improperly failed to inform DSI that the incumbent subcontracted some of the electrical work.

It is not our Office's role to determine the appropriate staffing levels required to successfully perform a particular task. Instead, our role here is to determine whether there was a reasonable basis for the agency's determination that DSI's proposed staffing level is insufficient. Here, based on the SSEB's concerns, the agency specifically questioned DSI's proposed labor hours to perform PWS No. 6

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<sup>5</sup> The SSEB also noted that DSI did not provide a copy of the consultant's report to CECOM.

during discussions. The record further shows that the evaluators concluded that DSI's staffing levels in this particular area were inadequate. DSI's mere disagreement with the SSEB's conclusion in this regard does not render the evaluation unreasonable. Calian Tech. (US) Ltd., B-284814, May 22, 2000, 2000 CPD ¶ 85 at 3-4. Further, there is no requirement for contracting agencies to inform offerors of an incumbent's particular approach, especially since offerors are expected to use their professional expertise and business judgment in deciding what technical approaches and solutions should be proposed and at what cost. See C3, Inc., B-241983.2, Mar. 12, 1991, 91-1 CPD ¶ 279 at 4. Given the anticipated number and type of required tasks, the SSEB reasonably concluded that DSI could not successfully perform these functions with the labor hours proposed, and properly rated DSI's proposal "unacceptable" under PWS No. 6.

#### PWS No. 9--Roads and Grounds Maintenance

The work required under this PWS is grouped into six general areas: paved areas, fence maintenance, grounds maintenance, storm drainage system, the marina, and sweeping areas. The contractor is required to maintain and repair grounds and surfaces at Fort Monmouth and its sub-posts. The required tasks include grounds maintenance at specified intervals at headquarters complexes and other locations identified in the RFP. These tasks include "policing" the grounds (*i.e.*, collecting and disposing of litter, debris, and fallen tree limbs in accordance with applicable trash and recycling regulations). Some of the other tasks specified in the RFP include repairing damaged turf and playground areas, maintaining fences, tree and stump removal, and planting. The contractor is also required to maintain and repair paved surfaces, maintain and repair storm drains, maintain traffic signs and signals, remove snow and ice, and maintain recreation facilities. PWS No. 9, ¶¶ 3.1.1-3.1.13. Where appropriate, the RFP specified the frequency of the task by location and amount of space covered. *See, e.g.*, PWS No. 9, Tables No. 09-2, Sweeping Frequency, and 09-4 Sweeping Areas; *Id.* ¶¶ 5.1-5.5. The RFP estimated that all of the work covered by PWS No. 9 would require approximately 38,420 labor hours or about 20 full-time equivalents (FTE) annually. *Id.* ¶ 5.0.

The SSEB found that DSI's proposed 20,680 annual labor hours (or 11 FTEs) were insufficient for this PWS, and so advised DSI during several rounds of oral and written discussions. For instance, by electronic transmission on May 1, 2001, CECOM requested that DSI "[p]rovide the rationale for the man-hours proposed for all functions identified in paragraph 5.0 of PWS No. 9," and specifically requested DSI to "[e]xplain in more detail the methodology used to determine the man hours proposed for Snow and Ice Removal as identified in paragraph 3.8 of PWS No. 9." AR exh. 18, IFNs No. 9-A-2, 9-A-3. In response, DSI provided a technical performance matrix which DSI states shows how it reallocated some labor hours. However, that reallocation did not change the total number of labor hours DSI proposed under this PWS. In response to IFN No. 9-A-2, DSI explained:

We recognize that the man-hours in our proposal is less than the Government's workload estimates provided in [¶ 5 of PWS No. 9]. We evaluated each requirement carefully and assessed actual performance techniques and procedures of the incumbent workforce. We are convinced that more efficient and effective use of personnel will result in significant productivity improvement. We have used this IFN to carefully re-analyze this requirement. We surveyed the entire grounds to be maintained. We could not find certain softball fields that are part of the requirement . . . . In any event, we have re-allocated hours based on this analysis. The results are provided in the technical performance Matrix above. The total number of man years remains at 11 [FTEs].

AR exh. No. 21, DSI Response to IFN No. 9-A-2, June 15, 2001, at 55.

DSI's response to IFN No. 9-A-3, regarding snow and ice removal, stated that the number of hours depended on the number and severity of snowfalls (based on five significant snowfalls and five dustings/icing conditions annually). *Id.*, DSI Response to IFN No. 9-A-3, at 56.

The SSEB found that DSI's explanations did not overcome its concerns. Specifically, the evaluators compared the quantity and type of work required under each of the six major task categories with the total number of hours DSI proposed for each of these functions. The SSEB determined that a major weakness still existed in DSI's proposal primarily because, based on the SSEB's analysis, it concluded that the labor hours DSI had proposed for each of the six areas were insufficient to perform the work requirements of PWS No. 9. AR exh. 33, Interim Evaluation, PWS No. 9, July 20, 2001.

To further convey to DSI the SSEB's specific concerns regarding the firm's proposed labor hours for PWS No. 9, CECOM provided DSI with the following IFN:

In your previous response to IFNs regarding this PWS you have indicated that the reason for the significant difference between the Government estimate for [21 FTEs] and your estimate for [11 FTEs] is due to projected efficiencies in and effective use of personnel. Please provide details. In addition, the hours provided for snow/ice removal appear to be insufficient. Please explain. Where hours, positions, duties, etc. will be reduced or eliminated through efficiencies, please provide details of the proposed efficiencies.

AR exh. 30, IFN No. 9-A-3, Aug. 14, 2001.

In response to this IFN, DSI explained that the staffing levels it proposed (based on EZC's observations), would improve productivity by more than 33 percent. The protester also maintained that it had analyzed the requirement and concluded that significant parts of the requirement included in the incumbent's original contract

were no longer required. For example, DSI believed that grounds and surface maintenance at locations referred to as “NWS Earle” and “Camp Evans,” was no longer required. DSI also believed that a large portion of the maintenance required under the PWS was no longer required because the government had planted over 100 acres of wildflowers, which need no maintenance. DSI also explained that with these reductions, the sweeping required would be reduced. DSI further stated that it assumed that two baseball fields were closed, further reducing grounds maintenance requirements. As for its proposed labor hours related to snow and ice removal, DSI reaffirmed its position that these incidents could not be predicted, that the RFP did not provide any labor hour estimates in this area, and that DSI essentially considered snow and ice removal to be emergencies for which it would provide necessary personnel. AR exh. 31, DSI Response to IFN No. 9-A-3, Aug. 21, 2001.

The SSEB reviewed DSI’s response to the IFN and found that DSI had made several unwarranted assumptions. The evaluators noted that DSI had incorrectly assumed that Camp Evans was closed, when, in fact, it is still a component of Fort Monmouth, and tasks are currently being performed at that site. Similarly, CECOM states that DSI incorrectly assumed that two baseball fields are closed, even though all athletic fields to be maintained by the contractor are listed under the PWS. The evaluators also noted that the area planted with wildflowers covers only 10, not 100, acres, as DSI assumed. The SSEB noted that any effect on required tasks resulting from planting the wildflowers would be to reduce grass cutting, which is covered by a different PWS. With respect to the area DSI referred to as “NWS Earle,” the evaluators questioned why DSI referenced that area since it is not covered by this PWS. The SSEB also noted that although DSI had made several assumptions regarding its expected improved productivity, the firm provided insufficient details explaining how it would achieve the expected performance efficiencies.

With respect to snow and ice removal requirements, the record shows that the evaluators were not convinced that the total number of annual labor hours DSI proposed were sufficient to cover an estimated five significant snowfalls and five dustings/icing conditions, as DSI assumed. In particular, the SSEB noted that given that the requirement calls for the contractor to maintain approximately 37 miles of roads and 872,494 square yards of parking lots free of snow and ice, DSI’s proposed total labor hours are insufficient. The SSEB concluded that DSI’s approach was not feasible and did not provide CECOM with any confidence of successful and timely performance. The SSEB further concluded that DSI’s insufficient labor hours indicated that DSI did not have a clear understanding of the requirements for PWS No. 9, and rated the proposal unacceptable under this PWS. AR exh. 33, DSI Interim Evaluation, App. B, July 20 and Nov. 29, 2001.

In our view, the record provides a reasonable basis for the evaluators’ concerns regarding the adequacy of the labor hours offered by DSI. In light of DSI’s failure to adequately address those concerns—specifically, its failure, despite several rounds of discussions, to show in any meaningful way that its labor hours were adequate to



meet the requirements of the PWS, coupled with the incorrect assumptions DSI apparently made in several areas of required work—we have no basis to object to the SSEB's rating of DSI's proposal as unacceptable under this PWS.

#### PWS No. 27--Supply

Under this PWS, the contractor is to receive, classify, store, issue, transfer, and dispose of military supplies at the Fort Monmouth Central Supply Warehouse (CSW) in building Nos. 116 and 117, and operate two self-service supply centers (SSSC) located in building No. 117 and the Myer Center. PWS No. 27, Rev. 1, ¶ 3.1, at 1. The PWS specifies that the CSW is to operate from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding federal holidays. Each of the two SSSCs is to operate Monday through Friday, from 8:00 to 11:30 a.m., and from 12:30 to 3:30 p.m. Id. ¶ 3.1.2. The RFP also listed estimated annual workload data for all tasks covered by PWS No. 27, such as receiving, shipping, issuing documents, average sales at the SSSCs, central issue facility, cataloging and editing. Id. Table No. 27-4.

As relevant here, one of the functions associated with the CSW requires the contractor to process and generate various documents related to excess materiel. The contractor is to verify all paperwork for accuracy and completeness; inspect, classify, and assign codes to excess materiel; store the excess materiel in a warehouse; and transport excess materiel to designated locations. PWS No. 27, ¶¶ 3.6-3.6.4.

After the initial evaluation, the SSEB identified no strengths in DSI's initial proposal, and identified one major and one minor weakness, primarily related to DSI's proposed staffing levels for this PWS. This led the evaluators to initially conclude that DSI had failed to demonstrate in its proposal how the firm would perform the required functions, but that DSI's proposal was susceptible of being made acceptable in this area through discussions. AR exh. 13, DSI's Initial Evaluation, May 7, 2001. The record shows that CECOM then conducted several rounds of telephonic and face-to-face negotiations with DSI where the major and minor weaknesses regarding this PWS were raised. For example, CECOM raised the SSEB's concerns regarding DSI's proposed staffing in the following IFN:

It appears that you have not provided sufficient staffing to operate two [SSSCs], each with daily operating hours of [8:30 a.m. to 3:30 p.m.]. In addition, it appears that you have not provided sufficient staffing to meet the requirements for excess material [PWS No. 27] ¶ 3.6. Please explain.

AR exh. 30, DSI's IFN No. 27-A-5, Aug. 14, 2001.

In response to this IFN, DSI stated as follows:

Please refer to PWS 27, [¶] 5, [at] 9, under [SSSC]. Quote estimated average monthly value of sales not expected to exceed \$150,000.00. Estimated stockage of 900-1,100 line items with approximately 8,900 annual machine ring up sales at the main store, 6,000 at the Myer Center and 5,200 at the CECOM Office Building. We note, however that the government has not been in the CECOM building for five years.

We know of two [SSSCs]. One in the [Myer building] which we have staffed, and one in building No. 117, which is subcontracted by the government to Office Max.

If there is another [SSSC], please identify the location and we will staff accordingly.

With respect to the requirements for excess material, we are going to support this effort with other employees within this PWS who are not busy eight hours a day.

AR exh. 31, DSI Response to IFN No. 27-A-5, Aug. 21, 2001.

DSI's response did not allay the SSEB's concerns regarding the major weaknesses in the proposal regarding PWS No. 27. For instance, the evaluators found that DSI had not explained how DSI intended to operate two SSSCs with only 1,880 annual labor hours. The SSEB found this a major weakness, particularly since CECOM had calculated that, even after taking into account federal holidays, operating two SSSCs at two separate locations in accordance with the PWS requirements would require a total of more than 4,400 annual labor hours.

The evaluators also noted that DSI had incorrectly assumed that the government would obtain the services provided at one SSSC from a different vendor, such as Office Max. In its comments, DSI concedes that the PWS requires the contractor to operate two SSSCs, but continues to maintain, as it did in response to the IFN, that since one of those centers is contracted out to Office Max, it proposed to operate only one SSSC in its proposal. The SSEB found, and the record shows, that PWS No. 27 does not assume that CECOM would obtain any of the required services performed by the SSSCs by a separate contract, and that, as DSI recognizes, the PWS clearly requires the contractor to operate the two SSSCs identified in the solicitation. Thus, DSI's insistence during discussions that CECOM would contract out one SSSC is based on a factually incorrect assumption.

Based on the estimated workload data provided in the PWS, and accounting for holidays, the evaluators calculated that approximately 3,717 annual labor hours would be required to successfully operate the CSW and process excess materiel. AR exh. 33, DSI Interim Evaluation, PWS No. 27, app. B, Nov. 29, 2001. DSI proposed a total of only 1,112 annual labor hours for this task, or approximately 30 percent of the hours CECOM estimated would be required.

The SSEB also noted that CECOM's calculations did not take into account additional labor hours for loading and transporting excess materiel to the Defense Reutilization Management Office at the Naval Air Station in Lakehurst, New Jersey (approximately 75 miles round-trip from Fort Monmouth), or to other designated areas as required by the PWS. See PWS No. 27, ¶ 3.6.3. In this connection, the evaluators noted that DSI had not proposed a truck driver or a heavy equipment operator for this task. The SSEB concluded that DSI's proposed approach was not feasible, and that DSI had not demonstrated that it had a clear understanding of all of the requirements of PWS No. 27. Consequently, the SSEB assigned DSI's proposal a rating of unacceptable under this subfactor.

As with its challenges to its evaluation under PWS Nos. 6 and 9, DSI has provided no basis for us to object to the evaluation under PWS No. 27. The numerous reasonable concerns with DSI's approach raised by the evaluators, and DSI's failure to demonstrate that those concerns were unfounded, support the agency's conclusion that DSI's proposal was unacceptable under this PWS.

In accordance with the evaluation scheme announced in the solicitation, since DSI's proposal was rated unacceptable on three PWSs, the SSEB assigned the proposal an overall rating of unacceptable under the technical factor. Given that the SSEB concluded that DSI's explanations during discussions concerning PWS Nos. 6, 9, and 27 did not remove the major weaknesses the SSEB identified in the protester's proposal under these areas, we think that the overall rating of unacceptable under the technical factor is reasonably supported. Since the overall unacceptable rating under the technical factor was reasonable, and since, as noted above, the RFP stated that a proposal found unacceptable under the technical factor would be ineligible for award, we conclude that the agency's exclusion of the proposal from the competitive range was proper. See Federal Acquisition Regulation § 15.306(c)(1); Ervin & Assocs., Inc., B-280993, Dec. 17, 1998, 98-2 CPD ¶ 151 at 3.

The protest is denied.

Anthony H. Gamboa  
General Counsel