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Comptroller General
of the United States

United States General Accounting Office
Washington, DC 20548

Decision

Matter of: SOS Interpreting, Ltd.

File: B-287505

Date: June 12, 2001

J. Patrick McMahon, Esq., and William T. Welch, Esq., Barton, Baker, McMahon & Tolle, for the protester.
J. Michael Sawyers, Esq., Drug Enforcement Administration, 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.

DIGEST

1. Contention that contracting officer's (CO) decision to reject initial evaluations and convene a new technical evaluation panel was designed to ensure that the protester was improperly eliminated from consideration is denied, where there is no evidence in the record that the CO's decisions were not made in good faith or that they were designed with the intent of changing technical rankings or avoiding an award to the protester.

2. Challenge to the exclusion of protester's proposal from the competitive range is denied where the record shows that the evaluation was reasonable and consistent with the evaluation criteria set forth in the solicitation.

DECISION

SOS Interpreting, Ltd. protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. DEA-00-R-0020, issued by the Drug Enforcement Administration (DEA) for translation, transcription, and related support services for DEA's Chicago Field Division. SOS argues that the contracting officer (CO) unreasonably rejected the initial evaluations of proposals and reconvened a new evaluation panel. The protester also contends that DEA improperly evaluated its proposal and, thus, had no valid basis for eliminating SOS's

proposal from the competition. SOS also argues that the agency improperly failed to consider the impact that discussions could have had on SOS's technical score.[1]

We deny the protest.

BACKGROUND

The RFP, issued on May 16, 2000, contemplated the award of an indefinite-delivery/indefinite-quantity contract for a base year with up to four 1-year option periods. Offerors were required to submit proposals in separate volumes--a technical proposal and a business management proposal. For each contract period, offerors were required to submit hourly and extended labor rates for estimated minimum/maximum quantities of different labor categories, a total price for each contract period, and a grand total price. The RFP listed the following three technical evaluation factors (maximum possible number of points for each factor shown in parentheses): technical approach (45), qualified personnel/required services (30), and past performance/risk assessment (25), for a maximum possible total of 100 points. Although price was not to be numerically scored, the RFP explained that its degree of importance would increase as proposals were considered equal in relation to technical factors. The RFP stated that technical factors combined were substantially more important than price. Award was to be made on the basis of the proposal deemed to represent the best value to the government.

A technical evaluation panel (TEP) rated proposals DEA received from three firms by the time set for receipt of proposals. The CO determined that the results of the initial evaluations were not in line with historic scores these offerors' proposals had earned under prior acquisitions for similar services and rejected the TEP's

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[1] SOS also initially argued that DEA improperly excluded its proposal from the competitive range based on its assumption--later shown to be incorrect--that the decision to exclude was made without regard to its price. See Meridian Management. Corp., B-285127, July 19, 2000, 2000 CPD ¶ 121. The agency report included the CO's analysis of prices as part of her competitive range determination, and SOS did not pursue this argument in its comments. Accordingly, we consider this issue abandoned. See Rockwell Int'l Corp., B-261953.2, B-261953.6, Nov. 22, 1995, 96-1 CPD ¶ 34 at 12 n.14.

evaluation. Agency Report (AR), exh. 5, Competitive Range Determination, Mar. 1, 2001, at 2. The CO then convened a new TEP which completed its evaluation on February 23, 2001, with the following final results:

	Tech.	Pers.	Perf.	Total/Rating	Grand Price
CTI	44	27	24	95/Acceptable	$ 8,572,938
SOS	30	16	18	64/Conditionally Acceptable	10,701,459
A	10	21	19	50/Unacceptable	7,078,644

Id. at 3, 9.

Based on these results, the CO excluded SOS's and Offeror A's proposals from further consideration and determined to hold discussions only with CTI. Id. at 9-10. By letter dated March 13, DEA notified SOS that its proposal was excluded from the competitive range, and this protest followed a debriefing by the agency.

PROTESTER'S CONTENTIONS

The protester contends that the CO's decision to reject the initial evaluations and convene a new TEP was unreasonable. SOS also challenges the CO's decision to exclude its proposal from the competitive range because, according to the protester, the TEP misevaluated its proposal under the technical approach and past performance factors. The protester also argues that given that its proposal was highly rated, the CO's decision to exclude its proposal from further consideration is especially unreasonable here because it resulted in a competitive range of only one proposal.

DISCUSSION

Initial Evaluation and Reconvened TEP

After receipt of initial proposals, DEA convened a TEP comprised of three members, all of whom were special agents from DEA's Chicago Field Division. This TEP completed its evaluation and submitted a report to the CO on August 24, 2000. The results of that evaluation show that CTI's technical proposal earned a total of 73 points and SOS's proposal earned 69 points; both proposals were rated acceptable overall. The third offeror's proposal earned 41 points and was rated "conditionally acceptable." TEP Report, Aug. 24, 2000, at 2. Based on the results of that evaluation, the TEP recommended award to CTI as "the most technically qualified company to perform" the required services, noting, however, that both CTI's and SOS's proposals were rated acceptable. Id. at 3.

Upon reviewing the initial evaluations, the CO determined that "[m]any of these companies have previously submitted [proposals] under other solicitations for the same or similar requirement and received higher scores." AR exh. 5, Competitive

Range Determination, supra, at 2. Accordingly, the CO rejected the TEP's initial evaluation and convened a new panel. This new panel completed its evaluation and reported its findings to the CO in March 2001.

SOS argues that the CO's decision to reject the initial evaluations and convene a new TEP was unreasonable. SOS points out that following the initial evaluations, SOS's and CTI's technical proposals were separated by only four technical points. SOS further points out that upon reevaluation by the reconvened TEP, the difference between the scores assigned CTI's and SOS's proposals increased to 31 points. According to the protester, the CO's decision was designed to ensure that there was a greater difference in the technical scores assigned SOS's and CTI's proposals, reflecting DEA's desire to eliminate the protester's proposal from the competition, leaving only CTI's proposal in the competitive range.

We have recognized that it is within the CO's discretion to convene a new evaluation panel where, for example, the CO, in good faith, determines that such action is necessary to ensure the fair and impartial evaluation of proposals, and the record shows that it was not made with the specific intent of changing a particular offeror's technical ranking or avoiding an award to that offeror. See Loschky, Marquardt & Nesholm, B-222606, Sept. 23, 1986, 86-2 CPD ¶ 336 at 5; Pharmaceutical Sys., Inc., B-221847, May 19, 1986, 86-1 CPD ¶ 469 at 5. Further, a procuring agency may convene a new evaluation panel where the CO reasonably determines that the evaluation may have been biased or where there is a potential for an appearance of a conflict of interest. See, e.g., EBA Eng'g, Inc., B-275818, Mar. 31, 1997, 97-1 CPD ¶ 127 at 3-4; Louisiana Physicians for Quality Med. Care, Inc. B-235894, Oct. 5, 1989, 89-2 CPD ¶ 316 at 5.

In response to a request from our Office that the CO expand on her reasons for rejecting the initial evaluations, the CO stated that she was "aware that CTI routinely and historically scores substantially higher on similar contracts." CO's Statement, May 14, 2001 at 1. The CO explained that she was concerned that the inconsistent evaluation represented an inappropriate evaluation of CTI's proposal. Id. The CO further stated that she determined that "the TEP had not sufficiently documented the results of their evaluations for the [CO] to make a decision to determine a competitive range for all three proposals." Id. We then held a hearing in this matter limited to obtaining testimony from the CO concerning her decision to reject the initial evaluations and convene a new TEP.

At the hearing, the CO testified that she knew from her personal experience with other similar procurements that CTI and SOS could do the work and, thus, she was alerted by the initial TEP's relatively low scores that there may have been a problem with the evaluations. Video Transcript (VT) at 13:07:55. For instance, the CO noted that although the TEP had downgraded SOS's proposal in the technical approach area, the TEP's consensus report did not identify any major deficiencies with the proposal. VT at 13:10:47. With respect to the only identified weaknesses, the CO

testified that she found the TEP's report insufficient in that it did not provide details she believed necessary to conduct meaningful discussions with the firm.[2] VT at 13:08-13:11. The CO further testified that in her opinion, the TEP had unduly focused its attention on a prior security violation, causing the evaluators to significantly downgrade SOS's proposal in the past performance area. VT at 13:01:13; 13:38:59. The CO testified that she believed that the TEP's intense focus on this incident was unwarranted primarily because the contemplated contract would not require the successful offeror to handle classified information. VT at 13:02-13:09.

With regard to the CO's decision to convene a new TEP rather than provide the panel members with more specific instructions, the CO testified that she believed the errors in the evaluation were at least in part due to the fact the TEP members were all special agents, and were thus more sensitive to security violation issues. VT at 13:12:04. In other words, the CO was, in our view, reasonably concerned that the agents' training and experience handling sensitive information may have clouded the TEP's judgment regarding the significance of SOS's recent security violation. The CO also explained that since the TEP had not followed evaluation instructions she had provided earlier--e.g., to not focus exclusively on the security violation--and given the agents' extra sensitivity to security issues, she opted for convening a new panel, rather than returning the evaluations to the original panel. VT at 13:12:19-40.

In view of her conclusions regarding the TEP's initial evaluations, we think that the CO's decision to reject the evaluations and convene a new panel was reasonable. Following the initial evaluations which she rejected, the CO had several options. For example, the CO could have returned the evaluations to the TEP with questions or more specific instructions to better support its findings. In view of the CO's conclusion that the TEP had not followed her specific instructions the first time around, and her belief that the panel was overly sensitive to security concerns, the CO reasonably decided to reject this option. Alternatively, the CO could have conducted the evaluations herself without the benefit of the TEP's technical expertise. While this may be a viable option under other circumstances, we have no basis to object to the CO's rejection of this option in favor of convening a new panel, especially in view of the fact that the agency had sufficient time, resources, and other personnel available with the necessary experience to reevaluate proposals.

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[2] SOS disagrees with the CO's conclusion in this regard, arguing in its post-hearing comments that the initial TEP report provided sufficient details of weaknesses in SOS's proposal to permit the CO to conduct discussions. A CO has broad discretion, however, concerning the amount of detail that she would deem necessary in order to advise unsuccessful offerors why they were excluded from the competitive range, and to conduct meaningful discussions with offerors included within the competitive range. CSR, Inc., B-205776, Sept. 20, 1982, 82-2 CPD ¶ 237 at 8. Here, the record provides no indication that the CO abused her discretion regarding the level of detail she deemed necessary to conduct meaningful discussions.

Based on our review of the record, including the CO's testimony at the hearing, and the parties' supplemental pleadings, we find no basis for finding that the CO's decision to reject the initial evaluations and convene a new panel was improper.

Moreover, the record is clear that SOS was not prejudiced by the CO's decision to convene a new panel. McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; see Statistica, Inc. v. Christopher, 102 F.3d 1577, 1581 (Fed. Cir. 1996). For the agency's actions to be prejudicial, there must be some showing that had the CO accepted the initial TEP report, SOS would have had a substantial chance of receiving the award. In this regard, the record shows that SOS's proposal earned virtually identical scores from both TEPs (69 points from the initial TEP and 64 points from the reconvened panel), and the CO states that based on CTI's higher score and lower price, she would have accepted the initial TEP's recommendation to award CTI the contract.

SOS relies on our decision in Boeing Sikorsky Aircraft Support, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91, to argue that the CO's post-protest explanations for the decision to reject the initial evaluations and convene a new TEP should not be accorded any weight. We disagree. The Boeing case involved a post hoc reevaluation and cost/technical tradeoff late in the protest process where no tradeoff had been made during the initial source selection. Further, the agency continued to assert there was no error, but in order to immunize itself against losing the protest, submitted a reevaluation that it argued was not necessary. We concluded that it was not appropriate to give weight to the agency's after-the-fact decisional materials prepared for the purpose of ensuring that our Office would conclude there was no prejudice to the protester.

In our view, the Boeing decision does not require that we disregard the CO's post-protest explanations here. Post-protest explanations that provide a detailed rationale for contemporaneous conclusions, as is the case here, simply fill in previously unrecorded details, and will generally be considered in our review of the rationality of selection decisions, so long as those explanations are credible and consistent with the contemporaneous record. See NWT, Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16; Northwest Management., Inc., B-277503, Oct. 20, 1997, 97-2 CPD ¶ 108 at 4 n.4. Unlike in Boeing, the CO's statement in response to SOS's protest--as confirmed by her testimony at the hearing, which we find credible--is not a new analysis based on hypothetical assumptions to attempt to justify a post-protest decision in the face of a protest. Rather, the CO's explanation reflects her conclusion upon reviewing the initial TEP's report that it was insufficient, incomplete, inconsistent with the evaluation instructions, and not in line with historical scores. Accordingly, we view the CO's post-protest statement as a reasonable memorialization of her contemporaneous analysis and judgment regarding the adequacy of the TEP's initial evaluations.

Competitive Range Exclusion and Discussions

SOS challenges the evaluation of its proposal, and argues that its exclusion from the competitive range was unreasonable because it resulted in a competitive range of only one proposal. SOS further argues that discussions with the firm would have permitted it to submit additional information to answer the TEP's concerns and enhance its proposal.

As a preliminary matter, we have held that there is nothing inherently improper in a competitive range of one. Cobra Techs., Inc., B-272041, B-272041.2, Aug. 20, 1996, 96-2 CPD ¶ 73 at 3. In this connection, we have concluded that Federal Acquisition Regulation § 15.306 does not require that agencies retain a proposal in the competitive range simply to avoid a competitive range of one; conducting discussions and requesting proposal revisions from offerors with no reasonable chance of award would benefit neither the offerors nor the government. SDS Petroleum Prods., Inc., B-280430, Sept. 1, 1998, 98-2 CPD ¶ 59 at 6. Further, contrary to SOS's position, agencies are not required to retain in the competitive range a proposal that the agency reasonably concludes has no realistic prospect of award, even if that proposal is, as here, the second-highest rated proposal. SDS Petroleum Prods., Inc., supra.

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. 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 SOS's proposal and its elimination from the competitive range was reasonable and consistent with the solicitation.

Evaluation of SOS's Proposal

Our review of the TEP's evaluation consensus report and the individual TEP members' worksheets, shows that under all evaluation factors, the TEP identified deficiencies, weaknesses, or both in SOS's proposal. Below we highlight some of the TEP's more significant findings with which SOS takes issue.

Technical Approach

The RFP stated that proposals would be evaluated as follows in this area:

> The offeror shall develop a quality control plan for this effort, and define implementation of the plan that ensures that the services described in the solicitation are accomplished accurately, capably,

> and timely as required by the contract. The offeror shall describe its technical approach in accomplishing the requirements of this contract. The Government will evaluate the offeror's quality control plan with respect to successful implementation to meet all the requirements under this contract, employee training, management willingness to incorporate innovative changes to solve problems, and incorporation of necessary changes to improve the process.

RFP § M.5.1, at M-3.

The TEP downgraded SOS's proposal in this area primarily because it did not explain whether the firm had implemented an adequate plan to improve its information handling process. The evaluators were particularly concerned over this aspect of the proposal because the agency had earlier determined that on a recent DEA contract, SOS had mishandled sensitive material, which DEA considered to be a security violation.[3] The TEP also found that SOS's proposal failed to explain how the protester intended to use an [DELETED] form SOS included in its proposal, or how it would benefit DEA. The evaluators also noted that SOS's proposal was unclear as to what method SOS would use to manage the project. As a result of these noted weaknesses, the TEP assigned a score of 30 points (out of 45) to SOS's proposal in this area. AR exh. 4, TEP Report, Mar. 8, 2001 at 3. Except for its apparent disagreement with the significance and degree of severity the TEP attributed to the security violation as explained below, SOS does not take issue with the TEP's other findings in this area.

SOS maintains that the TEP report shows that the alleged security violation was not a major concern to the evaluators. The protester argues that this was a relatively "minor" matter that did not warrant downgrading its proposal in this area. SOS further implies that it was not aware until DEA debriefed the firm in connection with its exclusion from the competitive range of the agency's "apparent heightened" emphasis on the security violation.

We disagree with the protester's reading of the TEP report and the supporting documentation. The TEP consensus ratings of SOS's proposal, and narrative explanations supporting those ratings, clearly show that the evaluators were

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[3] This is the same security violation referred to earlier in this decision in connection with the first evaluation. While the CO reasonably concluded that the first TEP had improperly focused too greatly on this violation in downgrading SOS's proposal, as explained below, the reconvened TEP properly considered the violation and gave it appropriate weight.

concerned over SOS's recent security violation, specifically noting the following deficiencies with the proposal:

> No example of an improvement plan which has been implemented to show demonstrated measured improvement in performance. Security plan cited on page 40 [of SOS's proposal] is not expansive enough in view of SOS's inability to maintain the required DEA document control of information. [DELETED]. No illustration on flow chart to show proper document flow of job task.

Id. at 22.

Regarding the security violation, the agency explains that in 1999, SOS was an offeror on a solicitation DEA issued for linguistic services in support of the agency's New York Division. As an exhibit to its proposal in response to that solicitation, SOS included a training manual showing how it conducted personnel training. According to the agency, a member of the TEP that evaluated proposals for that acquisition recognized that the materials in SOS's training manual included sensitive information. A subsequent DEA investigation revealed that SOS had apparently obtained the information in question from another DEA contract, which the agency characterizes as "highly classified," and which SOS was performing in support of the agency's Special Operations Division (the SOD contract). DEA's investigation concluded that the material in SOS's training manual had been improperly taken by SOS during its performance of the SOD contract. As a result of that investigation, DEA eliminated SOS's proposal from further consideration for the New York Division contract. In addition, the security violation caused DEA to terminate the protester's SOD contract for default.[4] CO Statement, Apr. 30, 2001, at 3.

In these proceedings, SOS attempts to downplay the severity of the violation, and questions the TEP's focus on its significance. The protester's arguments, however, are undermined by SOS's own admission of the violation and its recognition of the seriousness of the incident. In this regard, in its proposal in response to the instant RFP, SOS listed the terminated SOD contract as part of its past performance history. The protester explains SOS's own understanding of the circumstances leading up to the termination, in part, as follows:

> The [SOD contract] was terminated [for default] in May, 2000 due to the mishandling of information at the site. SOS developed a training program that inappropriately included diagrams of the [DELETED]. . . . SOS made a terrible error in assuming that the manual could be used in other DEA sites, and removed it from the

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[4] SOS has challenged DEA's decision to terminate that contract in the U.S. Court of Federal Claims. According to the agency, that litigation is still ongoing.

> SOD without prior approval from the [contracting officer's technical representative].

AR exh. 6, SOS Proposal, July 10, 2000, vol. II, at 56-57.

Based on SOS's own description of the events that formed the basis for DEA's decision to terminate the SOD contract for default, it is clear that SOS was amply aware that DEA considered the mishandling of sensitive information a serious problem.[5] The protester's contention, therefore, that it was not aware until the debriefing here that DEA considered the security breach related to the SOD contract to be a significant performance problem that warranted downgrading its proposal, is simply not supported by the record. The record further shows that the evaluators here were aware of the security violation, and properly took it into account in the evaluation. Although SOS stated in its proposal that the firm is committed to preventing a similar situation from occurring in the future, the evaluation record shows that SOS's corrective actions did not convince the TEP that SOS could successfully prevent a similar incident in the future.

The CO states that while the successful contractor here is not required to handle classified material, the work involves "sensitive" information related to DEA's law enforcement mission. CO Statement, Apr. 30, 2001, at 1. Given the type of work contemplated by the contract and the possibility that the successful contractor will handle sensitive information, the improper handling of which could compromise DEA's mission, we think that the evaluators were justifiably concerned with SOS's security violation, and reasonably downgraded the proposal for this reason. To the extent that SOS simply disagrees with the TEP's downgrading its proposal under the technical approach factor, that disagreement with the agency's conclusion does not render the evaluation unreasonable. Calian Tech. (US) Ltd., B-284814, May 22, 2000, 2000 CPD ¶ 85 at 3-4. In any event, the record shows that, consistent with the CO's instructions for the evaluators to not focus exclusively on the security violation, the TEP identified other weaknesses and deficiencies in SOS's proposal unrelated to the security violation which reasonably resulted in downgrading SOS's proposal overall in this area.

Personnel

The TEP downgraded SOS's proposal in the personnel/required services area primarily because the evaluators concluded that SOS's proposal did not show that the firm could meet the RFP's core personnel requirements. In addition, the TEP

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[5] Further undermining SOS's contention that it was not aware of the significance of the breach, the CO states, and the protester does not deny, that following this incident, DEA's Office of Chief Counsel briefed an SOS representative on the nature of the security breach.

found that SOS's proposal did not mention a required court certifier, nor explain how the firm intended to recruit and hire an individual to fill that position as required by RFP § C.6.2.b. The evaluators also noted that SOS had not provided any details as to the educational qualifications of three individuals proposed to fill core positions. In sum, the TEP concluded that SOS had not adequately demonstrated how it would provide proper staffing levels for the solicitation. AR exh. 4, TEP Report, supra, at 3.

The only TEP finding with which the protester takes issue is with respect to the minimum educational qualifications of three core personnel SOS proposed. In this connection, the protester does not dispute that the resumes it provided for these individuals lacked the level of detail the RFP required, but argues that based on the information provided in the resumes, the evaluators could have deduced the educational backgrounds of these employees.

The RFP contained minimum qualifications, experience, and educational requirements for certain core personnel. For example, for linguists, site supervisor, and the court certifier, the RFP stated as follows:

> ***All*** linguists, including the Site Supervisor and the Court Certifier, shall have a high school diploma and two years experience in the translation/transcription field, as a minimum. In addition, linguists shall have demonstrated strong communications and administrative skills, both oral and written.

RFP § C.6.1.a

Offerors were further instructed to demonstrate their ability to acquire the required qualified linguists and appropriately credentialed personnel. Id. § L.15.2.1. To assist the TEP in evaluating proposals in this area, offerors were also required to provide resumes for core unit of linguists and the designated site supervisor using a format included as an attachment to the RFP. Id. § L.15.2.2. The RFP cautioned offerors to include sufficient information in their proposals to demonstrate that the proposed core personnel are fully qualified to adequately perform the required services. The RFP further advised that the evaluators would assess the quality and extent of the qualifications of the core personnel based on a review of their resumes. Id. § M.5.2.

In its proposal, SOS submitted resumes for three core personnel. For each of the three individuals, the resumes contain information under the headings education and testing, clearance status, and employment experience. The evaluators found that notwithstanding the RFP instructions, the resumes for two key individuals did not show whether those individuals met the minimum 2-year experience requirement in the translation/transcription field, or whether they had earned a high school diploma, and downgraded SOS's proposal accordingly. AR exh. 4, TEP Report, supra, at 23.

SOS's contention that the evaluators should have deduced the missing information from other data in the resumes is without merit. Since an agency's evaluation is dependent upon the information furnished in a proposal, it is the offeror's burden to submit an adequately written proposal for the agency to evaluate, and a protester's failure to fulfill its obligation in this regard does not render the evaluation unreasonable. See Robotic Sys. Tech., B-278195.2, Jan. 7, 1998, 98-1 CPD ¶ 20 at 9. Based on our review of the evaluation record, including the TEP members' individual worksheets and the resumes, we conclude that the TEP reasonably found SOS's proposal lacking detailed information regarding the minimum educational qualifications and work experience for key personnel sufficient to cause the evaluators concern as to SOS's ability to provide qualified individuals. We have no basis to question the evaluation of DEA's proposal in this area.

SOS also argues that discussions with the firm would have provided SOS an opportunity to submit further information that would have materially improved its technical proposal. In this connection, SOS points out that the TEP rated its proposal conditionally acceptable overall, which meant that its proposal "[d]oes not meet all of the solicitation requirements, but is capable of being made Acceptable with minor adjustments and without requiring a major rewrite." AR exh. 4, TEP Report, supra, at 2. However, agencies need not conduct discussions with offerors whose proposals properly have been eliminated from the competitive range. Wirt Inflatable Specialists, Inc., B-282554 et al., July 28, 1999, 99-2 CPD ¶ 34 at 6. Accordingly, since SOS's proposal was properly eliminated from the competitive range, DEA was not required to hold discussions with the firm.

The protest is denied.

Anthony H. Gamboa
General Counsel