



**Comptroller General  
of the United States**

Washington, D.C. 20548

# Decision

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**Matter of:** RAMCOR Services Group, Inc.

**File:** B-276633.2; B-276633.3; B-276633.4

**Date:** March 23, 1998

Michael A. Gordon, Esq., and Fran Baskin, Esq., Holmes, Schwartz & Gordon, for the protester.

Michael Cameron, Esq., Department of Justice, for the agency.

Paul E. Jordan, Esq., and Paul Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## **DIGEST**

1. Past performance and technical evaluations are unobjectionable where they were conducted in accordance with stated evaluation criteria and are supported by the record.
2. Where evaluated deficiencies and weaknesses are relevant to more than one evaluation subfactor, agency's evaluation of those matters under multiple criteria does not constitute improper "double counting."
3. Protest of elimination of protester's proposal from the competitive range based on disagreement with agency's evaluation and allegation of bias on the part of evaluators is denied where the evaluation was conducted in accordance with the criteria announced in the solicitation, and the record supports the evaluators' conclusions and provides no evidence of bias.

## **DECISION**

RAMCOR Services Group, Inc. (RSG) protests the elimination of its proposal from the competitive range under request for proposals (RFP) No. HQ-97-03, issued by the Immigration and Naturalization Service, Department of Justice for base operations and support services. RSG, the incumbent, contends that its proposal was improperly eliminated based on biased and faulty evaluations of RSG's past performance and technical proposal.

We deny the protest.

The RFP sought proposals to provide comprehensive base operating support services to the U.S. Border Patrol Satellite Academy in Charleston, South Carolina. These services include student support services such as operation and cleaning of dormitories, operation of the dining facility, and training support services (e.g., provision of range masters, role players for practical exercises, computer laboratory support, and equipment); facility-based services such as janitorial services, waste removal, and facility/grounds maintenance; and security services. The successful contractor will furnish all labor, equipment, transportation, administrative support, training, and supplies necessary to ensure competent and productive service performance. The RFP contemplated the award of a fixed-price contract for a base year with four 1-year options.<sup>1</sup>

According to section M of the RFP, proposals were to be evaluated on the basis of three major factors, listed in descending order of importance: "past performance," "technical and management capability," and "cost/price." Section M also listed subfactors for "past performance" (quality of service, timeliness of performance, cost control, business practices and customer satisfaction, and key personnel) and for "technical/management capability" (management plan, quality control plan, and personnel resources/staffing approach). Each subfactor also contained a narrative description of relevant sub-elements. "Past performance" was scored using an adjectival rating system: "neutral," "outstanding," "good," "satisfactory," and "marginal." "Technical/management capability" was scored on a similar scale of "outstanding," "good," "average," "marginal," and "unsatisfactory."<sup>2</sup> Section M also provided for the establishment of a competitive range, based on the initial evaluations, to be comprised of the proposals of all offerors with a reasonable chance of receiving contract award. Those eliminated from the competitive range would be "notified that their proposals [were] unacceptable, that negotiations with them [were] not contemplated and any revisions of their proposals [would] not be considered." Award was to be made to the offeror whose proposal was considered most advantageous to the government.

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<sup>1</sup>The RFP also provided for the performance of other services to be paid on a fixed-price, indefinite delivery/indefinite quantity basis, and on a time-and-materials basis through the issuance of delivery orders.

<sup>2</sup>Under this rating system, each adjective represented an assessment of how well the proposal met the requirements, the offeror's understanding of the requirements, the approach, the number of deficiencies and weaknesses, and the chance of success. Thus, an "outstanding" proposal "significantly exceeds the requirements"; "good" "meets all requirements"; "average" "meets the basic requirements"; "marginal" "barely meets the basic requirements"; and "unsatisfactory" "does not meet requirements." In addition, marginal proposals offered only a minimal chance of success, while an unsatisfactory proposal did "not offer a reasonable chance of success."

[Deleted] proposals, including those of Omni-Cube and RSG, were submitted by the May 30, 1997, closing date. Based upon the initial evaluation of the non-price factors, RSG's past performance was rated "good." Under the technical/management capability factor, RSG's proposal was rated as "marginal" under the "management plan" subfactor and "unsatisfactory" under the "quality control plan" and "personnel resources/staffing approach" subfactors, with an overall "unsatisfactory" rating for this factor. RSG's evaluated price was the [deleted] lowest of the proposals.

Based upon these initial ratings, the contracting officer recommended that RSG's and [deleted] other proposals, all rated marginal or unsatisfactory, be eliminated from the competitive range. In making her recommendation, the contracting officer stated that none of the eliminated proposals had a reasonable chance of being selected for award. She noted that each proposal had significant deficiencies that could not feasibly be corrected by the offerors through holding discussions and submission of revised proposals. In her view, major revisions were necessary to correct the deficiencies. The remaining [deleted] proposals, including Omni-Cube's, were included in the competitive range.

After receiving notice of the agency's competitive range determination and a debriefing, RSG filed this protest. The agency initially stayed award of the contract, but proceeded to conduct discussions with the competitive range offerors and to obtain best and final offers from them. Subsequently, the agency determined to override the stay based upon urgent and compelling circumstances, and awarded the contract to Omni-Cube.

RSG contends that the competitive range determination was flawed because it was based on erroneous and biased past performance and technical evaluations.<sup>3</sup> In RSG's view, as the incumbent, it was entitled to a more favorable evaluation under all the non-price factors. However, it is not the function of our Office to evaluate

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<sup>3</sup>RSG raises a wide variety of arguments in support of its protest. We have considered them all and find none of them has merit. For example, RSG challenged the price evaluation based on statements by the evaluators of the initial proposals that the variance in proposed line item prices indicated a lack of understanding by the offerors. However, the contracting officer and the source selection authority, who had access to both the technical and price proposals, reasonably concluded that the majority of the total fixed-price offers were clustered within a narrow 15-percent range, and determined that each offer appeared sufficient to perform the contract. See Cardinal Scientific, Inc., B-270309, Feb. 12, 1996, 96-1 CPD ¶ 70 at 4-5. RSG's mere disagreement with this conclusion is not a basis for finding it unreasonable. See Medland Controls, Inc., B-255204, B-255204.3, Feb. 17, 1994, 94-1 CPD ¶ 260 at 3. This decision will address only the more significant matters raised by RSG.

proposals de novo. Rather, we will examine an agency's evaluation only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of competing proposals is primarily a matter within the contracting agency's discretion. Information Sys. & Networks Corp., 69 Comp. Gen. 284, 285 (1990), 90-1 CPD ¶ 203 at 3; Advanced Tech. and Research Corp., B-257451.2, Dec. 9, 1994, 94-2 CPD ¶ 230 at 3. The protester's mere disagreement with the agency's judgment does not establish that an evaluation was unreasonable. Medland Controls, Inc., supra.

## PAST PERFORMANCE EVALUATION

Section L of the RFP called for offerors to submit information sheets for each government and commercial contract similar to the statement of work in the RFP. Among other things, each sheet was to identify the contract and provide two references for each. Section L also advised offerors that references other than those identified by the offeror may be contacted and that both data provided by the offerors and independently obtained data could be used by the agency in its evaluation. Section M provided that past performance would be evaluated on the basis of five major subfactors: quality of service, timeliness of performance, cost control, business practices and customer satisfaction, and key personnel. Each of the past performance ratings was based on an assessment of the "risk anticipated of receiving quality product, delivered on time, or any degraded performance, or lack of customer satisfaction based upon offeror's past performance." "Outstanding" was defined as "no risk," "good" was defined as "very little risk," "satisfactory" as "some potential risk," and marginal as "significant potential risk" anticipated.

RSG identified five contracts including the predecessor contract at Charleston. The other four contracts concerned work at the Federal Law Enforcement Training Centers (FLETC) at Glynco, Georgia and Artesia, New Mexico. For all contracts, RSG identified the contracting officer and administrative contracting officer (ACO) as references. The ACO on the predecessor contract recused herself from responding to the past performance questionnaire. Accordingly, the agency submitted questionnaires to other respondents at the Charleston facility who were familiar with RSG's past performance. The agency received eight responses for RSG and its food services contractor, the majority of which rated RSG and its food services subcontractor as "good" or "satisfactory." RSG's proposal was initially evaluated as "marginal" overall under the past performance factor.

After reviewing the negative comments, the contracting officer furnished a list of them to RSG for response and RSG provided a detailed rebuttal. The contracting officer determined that the specific negative comments were not applicable to the evaluation subfactors listed on the questionnaires and so determined to disregard them. Instead, she relied on the adjectival ratings alone as a result of which she scored RSG's proposal as "good" overall under the past performance factor.

RSG, as the incumbent contractor, argues that its overall rating of "good" under the past performance factor is erroneous. Since three predecessor contract respondents included negative comments, RSG argues that it was not enough to disregard the comments and accept the adjectival ratings. In RSG's view, its past performance on the predecessor contract was excellent as evidenced by a 1996 letter of appreciation for its performance, as well as statements by the contracting officer at a pre-proposal site visit regarding RSG's "excellent" performance. Thus, RSG contends that it is deserving of an "outstanding" rating.<sup>4</sup>

Our review of the record discloses nothing objectionable in the past performance evaluation. Of the eight respondents' questionnaires, only six concern RSG; the other two concern its food services subcontractor. Of the other six, three rated RSG as "satisfactory" and two rated it as "good," and only one rated its past performance as "outstanding." While RSG argues that this "outstanding" evaluation of its work at the FLETC-Artesia reflects its true past performance, that contract is not completely relevant to the type of work to be performed under the new contract. In this regard, the FLETC-Artesia contract was for construction and rehabilitation of the FLETC, covered only 2 years, and was worth less than \$600,000. In contrast, the RFP's statement of work covers base operation services for an entire training center including food services, security, maintenance, and training support, at a cost in excess of \$30 million over a potential 5 years. The more relevant past performance concerned RSG's work on the predecessor contract. While some of the respondents included irrelevant negative comments, the contracting officer took reasonable steps to eliminate any unwarranted negative impact by providing RSG an opportunity to respond, by disregarding the negative comments, and by effectively raising the respondents' "satisfactory" ratings to "good."

In addition, the "good" rating is not inconsistent with the contracting officer's site visit statements. As explained by the agency, RSG had expressed concern that the recompetition of the predecessor contract would imply the agency's dissatisfaction with its past performance. When such a question was raised at the site visit by a potential offeror, the contracting officer explained that the resolicitation was not a

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<sup>4</sup>RSG also alleges that the predecessor contract respondents were biased against it and that this led to their negative comments. Apart from its reference to the "unfounded" negative comments, RSG has presented no evidence that any of the respondents were biased against it. Its speculation of bias is insufficient to support its allegations. Triton Marine Constr. Corp., B-250856, Feb. 23, 1993, 93-1 CPD ¶ 171 at 6. Further, we have reviewed the negative comments as well as RSG's rebuttal and note that the comments essentially are statements of opinion regarding RSG's performance. Since RSG's rebuttal admitted that it "had made mistakes which [it would] continue to correct," we find no evidence of bias from the respondents' expressions of dissatisfaction with RSG's performance.

negative reflection on RSG's performance as incumbent. She also stated that RSG "had done an excellent job in preparing the [facility] for its first class of students in a remarkably short period of time." The contracting officer's praise for RSG's early "excellent" performance does not mean that its performance throughout its contract period was excellent. Further, an "outstanding" rating is based on "no risk," while a "good" rating is based on "very little risk" regarding performance. Since RSG admitted in its rebuttal to the negative comments that it had "made mistakes" in the performance of the predecessor contract, there is no basis to conclude that the rating of "good" was an unreasonable evaluation of RSG's past performance.

#### TECHNICAL/MANAGEMENT CAPABILITY EVALUATION

RSG's proposal was rated "unsatisfactory" under the "technical/management capability" factor based on deficiencies associated with its management, preventive maintenance, and quality control plans, as well as personnel resources and staffing approach. RSG challenges this "unsatisfactory" rating, contending that the proposal deficiencies and weaknesses identified by the evaluators were not valid.<sup>5</sup> From our review of the record, including the proposals, evaluation documents, and the arguments of the parties, we find the agency's evaluation was reasonable and in accordance with the stated evaluation criteria.<sup>6</sup> Information Sys. & Networks Corp., supra.

For example, under the first subfactor, "management plan," the evaluators identified major weaknesses associated with RSG's preventive maintenance plan. Specifically, they noted that RSG had proposed that, should scheduled maintenance work be missed, it would be completed the following month, without adjusting the preventive maintenance schedule, which could result in such maintenance work being performed back-to-back or avoided due to work load or staffing concerns. RSG contends that this evaluation is unfair because implicit in its proposal was the understanding that such slippages would be rare, that all scheduled preventive maintenance would be completed, and that the 1-month slip was simply an example,

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<sup>5</sup>RSG also asserts that the technical evaluators were improperly influenced by the negative comments of the past performance respondents. In this regard, it notes that the respondents criticized RSG's cross-utilization of personnel and that some of the technical evaluators also seemed concerned with the same matter. From our examination of the record, we found no evidence of any improper influence. Any tendency of the technical evaluators to view RSG's proposal in the same light as the past performance respondents is unsurprising, since both the evaluators and respondents were stationed at the Charleston site and thus had common experiences upon which to draw.

<sup>6</sup>Although RSG challenged virtually all of the evaluations, this decision will only address a representative number of them.

not a definite schedule. However, while RSG's proposal provides that "[t]his seldom happens," it goes on to say that "sometimes emergency work becomes a top priority and everything else is allowed to slip." The proposal then provided that when that maintenance is allowed to slip, RSG would "bring it back onto its original inspection schedule." Even though RSG proposes to provide all the maintenance required, because it did not propose to change the schedule for the slipped item, the evaluators are correct that there is a potential for maintenance to be done too close to the next scheduled maintenance. We see nothing unreasonable in the evaluators' assessment.

Under this same subfactor, the evaluators also assigned a deficiency to RSG's proposed janitorial schedule in a particular building. The statement of work provides that the classroom building (No. 61) was open for student use 24 hours per day, 7 days per week. It specifically provides: "In order not to interrupt classes, cleaning in this Building shall take place during the hours from 5:00 p.m. to 7:00 a.m., 5 days per week." RSG proposed to provide four janitors for cleaning this building, with three of them assigned from 7:30 a.m. to 4:30 p.m. and one of them from 2 p.m. to 10 p.m. The proposal also stated that when the three morning janitors began their work, they would clean restrooms, offices, and empty classrooms. RSG argues that, since this schedule would not interrupt classes, it had not taken exception to the RFP requirements. RSG's argument ignores the clear provision that the RFP prohibition covers cleaning throughout Building 61; it does not provide an exception for cleaning areas which are not occupied classrooms. The evaluators properly considered this exception to an RFP provision to be a deficiency.<sup>7</sup>

Under the "quality control plan" subfactor, the evaluators found major weaknesses associated with RSG's inspection program. Among other matters, they were concerned that RSG relied too heavily on self-inspection; failed to address the

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<sup>7</sup>RSG's proposal also was assessed a minor weakness for its proposal of only 153 full-time employees (FTE). RSG alleges that it was subjected to disparate treatment because its proposal was closer to the agency's revised FTE estimate of 176 FTEs than were other competitive range offerors. In RSG's view, it was improper to include other proposals, with far fewer proposed FTEs, in the competitive range and to provide them the opportunity to correct this weakness through discussions. On this record, there is no evidence of disparate treatment. All offerors' proposals were subject to the same standard and were assessed major or minor weaknesses on the basis of how close the proposed FTEs were to the revised FTE estimate. In this regard, Omni-Cube, the awardee, also proposed [deleted] FTEs and was assessed a minor weakness as a result. While RSG could have increased its FTE proposal through discussions, because its proposal was properly eliminated from the competitive range, RSG was not entitled to discussions.

number and frequency of unscheduled inspections; and had not provided for its dedicated quality control employee to devote enough time to inspections. RSG argues that its quality control plan was appropriately based on customer, staff, and employee feedback; its identification of 10-percent random surveys of work met the unscheduled inspection requirement; and the agency misunderstood the work that its quality control employee would perform. Contrary to RSG's arguments, its quality control plan does suffer from the identified weaknesses. It relies heavily on line employees (e.g., janitors and maintenance technicians) to use checklists on which they will identify any deficiencies relating to their own work. While RSG's proposal provides for supervisors to conduct 10-percent random surveys, it does not provide any particular plan for how the 10 percent would be determined. The proposal also indicates that the dedicated quality control inspector would devote 1 day per week to inspections, apparently spending the balance of his time on paperwork. RSG observes that the single day represents the amount of time in 1 week devoted to inspection. However, its proposal does not make this clear and does not indicate how that time would be spent each week. Thus, the evaluators were reasonably concerned that quality deficiencies would not be readily identified under RSG's plan.<sup>8</sup>

Under the third subfactor "personnel resources/staffing approach," the evaluators assigned deficiencies because the proposed project manager did not meet the requirement for 5 years of relevant experience. RSG argues that its proposed manager's resume indicated more than 10 years of relevant experience. The RFP, as amended, requires that the project manager have at least 5 years of "responsible experience in the management and supervision of adult education resident facilities including facility operations maintenance, food services, housekeeping and human resources at facilities having the approximate size, characteristics and service mix at the [Charleston site]." While the resume indicates 10 years of experience, it is not clear that the employee meets the requirement. In this regard, the resume indicates that the proposed manager had worked in that capacity at the Charleston site and as "vice president and program manager" at the FLETC-Artesia. However, his resume does not indicate what his responsibilities were at the FLETC and a matrix of relevant experience reflects only 1 year of experience with food service operations and security, and only 3 years experience with role players. RSG argues that the evaluators should have known that the FLETC experience was comparable to that at Charleston and given its proposed manager credit. While evaluators may consider evidence from sources outside the proposals, Continental Maritime of San Diego, Inc., B-249858.2, B-249858.3, Feb. 11, 1993, 93-1 CPD ¶ 230 at 6, agencies are not obligated to go in search of information specifically requested by the

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<sup>8</sup>In a related argument, RSG claims that Omni-Cube proposed a similar self-inspection plan, yet was not assigned any weaknesses. A review of its proposal demonstrates that Omni-Cube proposed a much more comprehensive [deleted] plan. [deleted].



solicitation, which the offeror has omitted or failed to adequately present. Telos Field Eng'g, B-251384, Mar. 26, 1993, 93-1 CPD ¶ 271 at 6. Accordingly, we find the agency's evaluation unobjectionable.

RSG also contends that the evaluators improperly penalized it by making multiple references to the same deficiencies and weaknesses under the same subfactors.<sup>9</sup> It is improper for an agency to exaggerate the stated importance of any one evaluation criterion by considering an element of that criterion under one or more other evaluation criteria. J.A. Jones Management Servs., Inc., B-254941.2, Mar. 16, 1994, 94-1 CPD ¶ 244 at 6. However, an agency is not precluded from considering an element of a proposal under more than one evaluation criterion where the element is relevant and reasonably related to each criterion under which it is considered. Teledyne Brown Eng'g, B-258078, B-258078.2, Dec. 6, 1994, 94-2 CPD ¶ 223 at 4-5. Here, the alleged examples of multiple counting of the same deficiencies and weaknesses were not improper because the agency legitimately considered elements which were relevant and reasonably related to the various evaluation subfactors under which they were considered.

For example, the RFP called for an alternate project manager (APM) to be named as one of eight key personnel. In the absence of the project manager, the APM was responsible for the overall management and coordination of contract work and to serve as the central point of contact for the government, having the authority to speak and act for the contractor. During normal duty hours, the project manager or APM was required to be on site and available within 30 minutes notice. During non-duty hours, one or the other was required to be available within 2 hours. RSG proposed two different APMs. The primary APM was stationed at RSG's home office in Tucson, Arizona. The secondary APM was on site in Charleston, but also was the facility operations manager, another key personnel position. In evaluating these proposed personnel, the evaluators assigned five deficiencies and two major

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<sup>9</sup>RSG identified a number of examples of alleged improper multiple counting of the same deficiencies and weaknesses, none of which has merit. In addition, some of its examples were raised for the first time in its comments to the agency report. Where a protester files supplemental protest grounds, each new ground must independently satisfy the timeliness requirement of our Bid Protest Regulations, which do not contemplate the piecemeal presentation or development of protest issues. QualMed, Inc., B-257184.2, Jan. 27, 1995, 95-1 CPD ¶ 94 at 12-13. This includes the identification of "examples" of flaws in the evaluation generally alleged in the initial protest. Id. Such new issues must be filed within 10 calendar days after the protester knew or should have known the basis for its protest. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (1997). Since RSG was furnished with a copy of the evaluated deficiencies and weaknesses at its debriefing, its attempt to supplement its protest some 7 weeks later represents an unwarranted, piecemeal presentation of the issue.

weakness. Taken together, the deficiencies and weaknesses concerned the inability of the primary APM to be on site within the stated time, overburdening of the secondary APM, and a lack of required education for the secondary APM.<sup>10</sup>

As explained by the agency, and supported in the record, these multiple deficiencies and major weakness relate to different aspects of RSG's proposal of its APMs. In this regard, the first three deficiencies and major weakness were assessed under a sub-element of the "management plan" subfactor concerning the "processes and controls the offeror proposes for managing the contract," while the fourth and fifth deficiencies were assessed under separate sub-elements of the "personnel resources/staffing approach" subfactor: "past experience of key personnel" and "appropriateness of the project team organization structure." Since they concern different sub-elements of different subfactors, there is nothing objectionable in the agency's multiple references to these deficiencies and weaknesses.

Likewise, the multiple references under the same sub-elements are unobjectionable. The first deficiency under the "processes and controls" sub-element dealt with RSG's violation of the RFP's requirement for an APM who could be on site within a specified time. As stated above, RSG's proposed primary APM could not meet that requirement. The second deficiency dealt with RSG's expressed concern that there were "too many layers of management" and so proposed the APM structure that it did. While this deficiency also concerns the primary APM and, arguably, the secondary APM, the evaluated deficiency represents a legitimate concern regarding RSG's management plan vis-à-vis the model outlined in the RFP. The third deficiency dealt with the secondary APM and his status as another key personnel, the facilities operations manager. Since both positions were listed in the RFP as full-time key positions, we see nothing improper in the evaluators' denomination of this as a separate deficiency. With regard to the two major weaknesses, we note that the proposed APM is simply one of three examples of a "process and controls" weakness which concerned RSG's proposal to continue to function under the predecessor contract while failing to consider the responsibilities and functions included in the RFP for the new contract. The other major weakness, under the "monitoring techniques for schedule control" sub-element dealt with the evaluator's reasonable concerns with RSG's ability to meet all contract requirements due to

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<sup>10</sup>One of the deficiencies assessed on the primary APM was identified as a failure to follow an RFP requirement for an "on-site APM." As RSG observes, the RFP does not specifically call for the APM to be on site at all times. In fact, language to the effect that the project manager or APM be on site "at all times" was deleted from the statement of work in amendment No. 0003. Notwithstanding the evaluators' apparent misunderstanding of the requirement, the deficiency remains valid. The primary APM, stationed in Tucson, Arizona, could not possibly meet the 30-minute and 2-hour on-site requirements of the RFP.

potential overburdening of the secondary APM who already was proposed to perform a full-time key position.<sup>11</sup>

## COMPETITIVE RANGE DETERMINATION

In a negotiated procurement, an agency is to determine a competitive range for the purpose of selecting those offerors with which the contracting agency will hold oral or written discussions. FAR § 15.609 (June 1997); Hummer Assocs., B-236702, Jan. 4, 1990, 90-1 CPD ¶ 12 at 3. The competitive range consists of all proposals that have a reasonable chance of being selected for award. Intown Properties, Inc., B-250392, Jan. 28, 1993, 93-1 CPD ¶ 73 at 3.

Here, while RSG's past performance was ranked "good," its proposal was evaluated as marginal in 1 subfactor and unsatisfactory in the other 2 with more than 20 assessed deficiencies and weaknesses and only 2 minor strengths, ranking it [deleted] in technical merit. In contrast, of the [deleted] proposals included in the competitive range, all but 1 had 5 or fewer deficiencies and weaknesses, and 3 had more than 12 strengths. All were rated "good" or "average" overall in technical merit and "outstanding" or "good" in past performance. While RSG has challenged the evaluation, as discussed above, our review has disclosed nothing unreasonable or objectionable in that evaluation. In view of the unsatisfactory ratings assigned to RSG's proposal, the agency's assessment that major revisions were necessary to correct the various deficiencies and weaknesses, and the overall acceptability of the [deleted] proposals included in the competitive range, we conclude that the agency properly excluded RSG's proposal from the competitive range without conducting discussions. TLC Sys., B-243220, July 9, 1991, 91-2 CPD ¶ 37 at 2-3.

## BIAS ALLEGATIONS

RSG attributes its past performance and other evaluation scores to bias on the part of various agency employees. For example, it alleges that a contract specialist, who refused to accept that RSG would not be held responsible for an inventory discrepancy, sought to improperly influence the past performance and technical evaluation. It also alleges that the contracting officer unreasonably held a grudge against it based on the incorrect assumption that an RSG employee had made false allegations to the contracting officer's superior. The agency employees charged with bias by RSG have denied any bias or other improper motives in their participation in the procurement. RSG has produced no evidence in support of these allegations, pointing instead to the record of the evaluations.

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<sup>11</sup>Even to the extent the multiple deficiencies under the first subfactor are considered duplicative, this aspect of the evaluation was not dispositive. RSG's proposal was evaluated with five additional deficiencies and more than 10 major and minor weaknesses not associated with the proposed APM.

Government officials are presumed to act in good faith; we will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. Triton Marine Constr. Corp., supra. In addition to producing credible evidence showing bias, the protester must demonstrate that the agency bias translated into action that unfairly affected the protester's competitive position. Id. Here, RSG has furnished no credible evidence to support its allegation; it merely infers bias based on the evaluation and the exclusion of its proposal from the competitive range. We will not attribute bias in the evaluation of proposals on the basis of inference or supposition. TLC Sys., supra, at 4. Moreover, since the record establishes the propriety of the agency's evaluation of RSG's proposal and the consequent exclusion of the proposal from the competitive range, there is no basis to question the motives of the evaluators.

The protest is denied.

Comptroller General  
of the United States