

OISS *W. Arsenoff*



**Comptroller General  
of the United States**

Washington, D.C. 20548

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# Decision

**Matter of:** PB Inc.  
**File:** B-239010  
**Date:** July 24, 1990

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Fil M. Pachecho, for the protester.  
Floyd R. Correa, for Correa Enterprises, Inc., an interested party.  
Col. Herman A. Peguese, Office of the Assistant Secretary (Acquisition), Department of the Air Force, for the agency.  
Robert C. Arsenoff, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of this decision.

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## DIGEST

1. Protest is denied where agency reasonably found that protester's proposal was technically unacceptable and not within the competitive range because, for example, it did not contain an explanation as to how the protester's proposed staff would meet unexpected surges in manpower requirements, and it did not explain how the proposed staff could accomplish multiple subtasks to be issued under a resulting contract.
2. Protester whose proposal was reasonably found to be technically unacceptable is not an interested party to challenge the acceptability of the proposed awardee's proposal where other acceptable proposals would be in line for award if the protest were sustained.

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## DECISION

PB Inc. (PBI) protests the proposed award of a contract to Correa Enterprises, Inc. under request for proposals (RFP) No. F29601-89-R-0033, issued by the Department of the Air Force as a set-aside for small and disadvantaged businesses (SDB) for a cost-plus-fixed-fee, level-of-effort contract for technical services in support of the Air Force Operational Test and Development Center (AFOTEC). The protester alleges that its proposal was improperly eliminated from the competitive range and that Correa's proposal was unacceptable.

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We deny the protest in part and dismiss it in part.

The RFP was issued on November 22, 1989. Award was to be made on the basis of an evaluation of three areas listed in descending order of importance: technical capability (with subcriteria of soundness of approach and personnel qualifications); management approach (with subcriteria of resource loading/efficiency and management control); and cost (evaluated for completeness, credibility and realism). Offerors were advised that any one overall area rating of unacceptable could eliminate a proposal from further consideration and that an unacceptable subcriterion rating could result in an unacceptable area rating.

Of the nine proposals received, the protester's was ranked last in the technical and management areas while Correa's was ranked first. The protester's proposal was found to be unacceptable with regard to each of the major subcriteria.<sup>1/</sup> Three proposals were determined to be in the competitive range. Among these, Correa's highest technically ranked proposal had an evaluated cost of \$4,685,851; the second-ranked proposal had an evaluated cost of \$4,808,997; and the third-ranked proposal had an evaluated cost of \$6,034,697. PBI's lowest ranked and technically unacceptable proposal had an evaluated cost of \$4,973,864.

By letter dated March 9, 1990, PBI was notified that its proposal had been eliminated from the competitive range and that an award was proposed to Correa. This protest was filed on March 21. Following its receipt of the protest, the agency reevaluated PBI's offer in the context of the protest allegations and, although it reclassified certain "deficiencies" as "clarifications," the Air Force did not change the ranking of the proposals.

With respect to the evaluation of its own proposal, PBI's protest consists of disagreements with the technical evaluators in their findings of numerous deficiencies and areas in need of clarification spanning all the major subcriteria listed in the RFP. For example, the protester

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<sup>1/</sup> The protester suggests that its proposal was initially rated acceptable; however, it is clear from the initial evaluation charts that this was in error due to the evaluators' use of incorrect symbols, and the narrative record clearly indicates that its proposal was found unacceptable.

objects to: (1) the evaluators' conclusion that PBI proposed inadequate personnel resources to handle surge requirements; (2) their conclusion that PBI's proposed staff was incapable of handling multiple subtasks under the contract; (3) their conclusion that three of PBI's proposed employees lacked degree requirements or suitable equivalent experience as outlined in the RFP; and (4) their assessment that PBI's presentation of a solution to a sample subtask was inadequate.

Our Office will not disturb an agency's decision to exclude a firm from the competitive range unless the determination was unreasonable. Intraspace Corp., 69 Comp. Gen. 310 (1990), 90-1 CPD ¶ 327. The protester's mere disagreement with the agency's technical judgment does not itself establish that the agency's judgment was unreasonable--the record as a whole must show that to be the case. See Wellington Assocs., Inc., B-228168.2, Jan. 28, 1988, 88-1 CPD ¶ 85. In this regard, an agency's decision to exclude an offeror from the competitive range is proper where the offeror's technical proposal is so deficient that it would require major revisions before it could be made acceptable. Intraspace Corp., B-237853, supra.

#### SURGE REQUIREMENTS

As the agency stated in its report, the RFP required offerors to provide sufficient detail in their proposals for the evaluators to discern whether staffing was sufficient to handle high load surges in manpower requirements which could occur from time to time. PBI was downgraded because the evaluators found that its proposal lacked sufficient detail as to how these extra requirements would be met. The agency found that the proposal lacked any plan to meet the surge requirements except to state that PBI would be willing to enter into AFOTEC-directed support agreements with other firms or use consultants who were not identified.

In response, PBI asserts that the RFP only contained a 20,000 labor hour/year requirement which its proposed staff of 14 could easily meet with room to spare for unanticipated work, as was allegedly demonstrated in its proposal. The protester further states that it never intended its statement about support agreements to mean that it could not satisfy the basic level-of-effort and additional work with its own staff.

Our review of the protester's proposal indicates that the staffing commitments of 14 individuals, including 11 key individuals, was intended to meet the 20,000 hour requirement without any stated allowance for additional

work. While PBI asserts that an allowance of additional available hours is evident from its manning chart which shows that not all of its identified personnel are committed to a total year's work--so that their extra time could be used for work beyond 20,000 hours--the narrative in its proposal does not support this contention. As the Air Force noted in its report, the allegedly available extra hours are not identified in the proposal as such and the proposal contains no statement that the persons involved would be free from other commitments to work under the contract when surges occurred. There was no explanation as to how surges would be handled as the RFP specified; thus, we have no basis upon which to object to the agency's conclusion that this was a deficiency in the protester's proposal.

#### MULTIPLE SUBTASKING

The RFP indicated that multiple subtasks could be issued concurrently under the contract. The evaluators found that PBI failed to demonstrate its claim that all contract requirements could be satisfied with its in-house personnel performing across several subtasks at a time in light of the provisions in the RFP which advised offerors that surges in the amount of work, as reflected in the assigned subtasks, could occur at any time.

In response, PBI summarily states that an examination of the 11 key personnel resumes it submitted clearly establishes that the individuals described can handle multiple subtasks. This is not a substitute for the RFP requirement that proposals "explain" a firm's capacity to handle multiple subtasks simultaneously. We, therefore, find the agency's conclusion concerning this aspect of PBI's proposal to be reasonable.

#### INADEQUATE PERSONNEL CREDENTIALS

PBI was downgraded because three of its personnel did not have required degrees and the evaluators concluded that the protester had not substantiated how their experience could substitute for those degrees as required by the RFP. The protester's sole reply to this finding was that the evaluators obviously "ignored over 100 years of qualification experience." The record shows that the PBI proposal contained no material explaining how that firm concluded that the specific experience of the proposed individuals was an acceptable substitute for the required degrees. Here, the protester has merely disagreed with the agency's judgment; however, such a disagreement does not serve itself

as a basis to disturb the evaluators' conclusions.  
Wellington Assocs., Inc., B-228168.2, supra.

#### SAMPLE SUBTASK

In the March 9 letter rejecting the protester's proposal, the Air Force advised PBI that its response to a sample subtask was downgraded because it was "too brief." The sample subtask was an exercise to evaluate how an offeror would respond to a hypothetical task under the contract; offerors were advised to include adequate detail to effectively communicate their plan for performance. The evaluators found that PBI's response showed insufficient detail; in the agency report a concrete example citing PBI's proposal was taken from their findings--i.e., that the protester's identification of critical operational issues in response to the subtask were merely restatements of the requirements of the RFP and did not indicate an ability to perform as required.

In response, PBI did not address the concrete example taken from the evaluation record. Rather, it summarily reiterated its earlier protest contention that the term "too brief" was overly-subjective and lacked definition. Since the protester has not refuted the substance of the agency's conclusion and that conclusion appears reasonable on its face, we have no basis upon which to object to it.

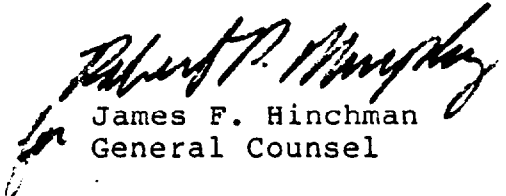
#### CONCLUSION

In light of the examples discussed above, we find that the agency acted reasonably under the evaluation methodology contained in the RFP in concluding that the protester's proposal was technically unacceptable. See Intraspace Corp., B-237853, supra. We note that PBI questions many other aspects of the evaluation of its own proposal. In view of our conclusion based on the deficiencies discussed above that the Air Force had a reasonable basis to reject the proposal, we need not set forth in detail our views concerning the protester's objections to every aspect of the evaluation of its proposal. We have, however, reviewed the entire evaluation record in the context of PBI's arguments and we conclude that the evaluation was reasonably based. See AT&T Technologies, Inc., B-237069, Jan. 26, 1990, 90-1 CPD ¶ 114.

PBI also contends that Correa's proposal was unacceptable because it proposed the use of a large business subcontractor in alleged contravention of the RFP and the Small Business Act, because the subcontractor had an alleged conflict of interest, and because part of the firm's

proposal was left unattended and unsealed at an agency office where proposals were to be submitted. A party is not interested to maintain a protest if it would not be in line for award if the protest were sustained. Bid Protest Regulations, 4 C.F.R. §§ 21.0(a) and 21.1(a) (1990). Since PBI's proposal was properly determined to be technically unacceptable, and since there are other acceptable offers that would be in line for award in addition to Correa's, PBI is not an interested party to challenge whether Correa's proposal could be accepted and we, therefore, dismiss the protester's allegations in this regard. ISC Defense Sys., Inc., B-236597.2, Jan. 3, 1990, 90-1 CPD ¶ 8.

The protest is denied in part and dismissed in part.

  
James F. Hinchman  
General Counsel