



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Matter of: Global Engineering & Construction Joint Venture

File: B-275999.4; B-275999.5

Date: October 6, 1997

Joan K. Fiorino, Esq., and Donald E. Barnhill, Esq., East & Barnhill, for the protester.

Laura J. Mann, Esq., and Alan M. Grayson, Esq., Alan M. Grayson and Associates, for Syska & Hennessy, Inc., and Robert J. Symon, Esq., and Douglas L. Patin, Esq., Spriggs & Hollingsworth, for John J. Kirlin, Inc., intervenors.

Steven Feldman, Esq., and Craig R. Schmauder, Esq., Department of the Army, for the agency.

Tania L. Calhoun, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that contracting agency's evaluation and subsequent exclusion from the competitive range of protester's proposal were improper is denied where the record shows that the evaluation was reasonable and consistent with the solicitation's stated evaluation factors; protester's allegations that the agency misunderstood certain aspects of its proposal to its detriment are not supported by the record.
2. Supplemental protest that contracting agency improperly solicited for construction services but, in its evaluation, improperly converted the solicitation into one for design services is dismissed as untimely where the protester was provided sufficient information in its written debriefing document to include this specific allegation in its initial protest, but failed to raise the matter until nearly 1 month later.

DECISION

Global Engineering & Construction Joint Venture protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. DACA87-96-R-0025, issued by the Department of the Army, Corps of Engineers, for the maintenance, repair, and replacement of equipment and systems at government medical and other facilities nationwide. Global contends that the evaluation and subsequent exclusion of its proposal from the competitive range were improper.

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

BACKGROUND

The Army issued this solicitation to satisfy its need for quick response in cases where government medical and other facilities require repair or renewal relating to mechanical, electrical, instrumentation, security, safety, architectural, structural, and civil efforts. The RFP anticipated the award of multiple indefinite delivery, indefinite quantity contracts under a mixed restricted/full and open competition procedure. The non-set-aside awards, at issue here, were valued at \$50 million for the base year and for each of four option years.

Offerors were required to submit proposals consisting of separate technical, management, past performance, contract pricing data, and subcontracting plan volumes. Awards would be made to the offerors whose proposals were most advantageous to the government, considering five evaluation factors corresponding to the separate proposal volumes. The equally important technical, management, and past performance factors were to be point-scored, with a maximum score of 60 points for each factor. The contract pricing data factor, which was less important than the first three factors, was to be evaluated as to reasonableness and affordability. The subcontracting plan factor, the least important of the five, was to be point-scored, with a maximum score of 20 points.

Nine offerors submitted proposals by the October 30, 1996, closing date. After the individual evaluation board members evaluated each proposal, the board arrived at a consensus evaluation which formed the basis of the contracting officer's competitive range determination. Global's proposal was one of three excluded from the competitive range on January 2, 1997. The firm's proposal received 83.8 of the 200 available points, the next-to-lowest score received, and the contracting officer deemed the proposal unacceptable and not susceptible of being made acceptable absent major revisions. On June 16, the Army awarded four contracts under this solicitation and provided Global with a written debriefing on June 23.¹ Global filed its initial protest on June 26, and a supplemental protest a month later.

Global, which proposed to perform this contract as a joint venture with one design subcontractor, challenges numerous aspects of the Army's evaluation of its proposal. An overarching theme of Global's protest is its allegation that the Army misunderstood the joint venture partners' and the subcontractor's relationships with

¹Global's request for a debriefing immediately after it was notified of its exclusion from the competitive range was denied by the Army as not being in the government's best interest. We declined to review Global's protest of the Army's decision. Global Eng'g & Constr. Joint Venture, B-275999.3, Feb. 19, 1997, 97-1 CPD ¶ 77.

the offeror, and improperly failed to credit the offeror with the experience afforded by these relationships. Global's supplemental protest contends that the agency issued this solicitation calling for award of a construction contract but improperly evaluated the offers received as if a design contract were to be awarded.

DISCUSSION

The evaluation of proposals and the determination of whether a proposal is in the competitive range are principally matters within the contracting agency's discretion, since agencies are responsible for defining their needs and for deciding the best method of meeting them. Atlantic Coast Contracting, Inc., B-270645.2, May 24, 1996, 96-1 CPD ¶ 252 at 2-3. Thus, it is not the function of our Office to evaluate proposals de novo and we will not disturb that determination absent a showing that it was unreasonable or in violation of procurement laws or regulations. Id.

An offeror must submit an initial proposal that is adequately written and that affirmatively states its merits, or run the risk of having its proposal rejected as technically unacceptable. Defense Group, Inc., B-253795, Oct. 25, 1993, 94-1 CPD ¶ 196 at 5. Agencies may exclude proposals with significant informational deficiencies from further consideration whether the deficiencies are attributable to omitted or merely inadequate information addressing fundamental factors. Premier Cleaning Sys., Inc., B-255815, Apr. 6, 1994, 94-1 CPD ¶ 241 at 5. Generally, offers that are technically unacceptable as submitted and would require major revisions to become acceptable are not required to be included in the competitive range for discussion purposes. Engineering & Computation, Inc., B-258728, Jan. 31, 1995, 95-1 CPD ¶ 155 at 3.

We cannot conclude that the Army unreasonably excluded Global's proposal from the competitive range. The RFP cautioned that "parroting" of the requirements with a statement of intent to perform would not reveal the firm's understanding of the problem or its capability to solve it, and imposed upon offerors the responsibility to include sufficient details to permit a complete and accurate evaluation--the agency would not make assumptions concerning an offeror's intent, capabilities, facilities, or experiences. Global's proposal was downgraded in large part because the information it provided lacked sufficient detail for the agency to determine that it met or understood the RFP's requirements. Further, Global's allegation that the Army misunderstood its joint venture and subcontractor relationships is not borne out by the record. Finally, we dismiss Global's supplemental protest as untimely.

Technical

Offerors' technical volumes were required to address the items in the statement of work, being sure to include the nature of the requirement as understood by the offeror; a recognition of critical areas of the requirement; and proposed methods of accomplishing the requirement. In conjunction with these general requirements, the

RFP established two equally important specific subfactors: technical approach and experience and capabilities.

We will not review Global's allegations concerning the evaluation of its proposal under the technical approach subfactor. In its June 23 written debriefing, the Army advised Global of three extremely detailed reasons for its low technical approach rating. Despite its knowledge of these specific criticisms, Global's June 26 protest essentially consisted of a disagreement with the agency's conclusions. Given the detail available to Global at the time it filed its protest, its broad allegation is insufficiently specific to constitute a valid basis of protest. Cornet, Inc.; Datacomm Management Servs., Inc., B-270330, B-270330.2, Feb. 28, 1996, 96-1 CPD ¶ 189 at 4; Ebon Research Sys., B-253833.2, B-253833.3, Nov. 3, 1993, 93-2 CPD ¶ 270 at 7 n.5. Moreover, Global's specific challenges to these criticisms, raised for the first time in its comments, are untimely. Under our Bid Protest Regulations, protests based on other than solicitation improprieties must be filed no later than 10 days after the protester knew or should have known their bases. 4 C.F.R. § 21.2(a)(2) (1997). These regulations do not contemplate the piecemeal presentation or development of protest issues; where a protester raises a broad ground of protest in its initial submission but fails to provide details within its knowledge until later, so that a further response from the agency is needed for an objective review of the matter, these later issues will not be considered.² Litton Sys., Inc., Data Sys. Div., B-262099, Oct. 11, 1995, 95-2 CPD ¶ 215 at 2-3.

Under the experience and capabilities subfactor, offerors were required to provide three sets of information. First, offerors were to provide a list of the principle types of contract work performed in enumerated categories, among them civil, structural, and mechanical. Civil was defined as medical facility site planning and layout, roads, parking area, drainage, and master planning; structural was defined as structural engineering for medical and conventional construction, construction materials, computer usage, loading, structural systems, and miscellaneous structural features; and the definition of mechanical included plumbing systems involving medical gas systems. Second, offerors were to provide a list of contracts directly related to remediation of medical facilities and medical facilities systems. Third, offerors were to discuss their capability to do the same or similar work during the contract period, including the proposed use of subcontractors.³

²Global's failure to fully utilize the specific information provided in the debriefing in drafting its initial protest renders a number of its later-raised allegations untimely. An offeror who receives specific information in its debriefing but ignores it when drafting its initial protest does so at its peril. See, e.g., Cornet Inc.; Datacomm Management Servs., Inc., *supra*.

³The RFP stated that subcontractor experience/credentials in medical facility remediation would be imputed to and evaluated as part of proposals.

Global's proposal was downgraded because it did not demonstrate medical gas, asbestos, or elevator or escalator experience, and did not show expertise in civil and structural disciplines. Global's protest argued that its proposal did fully address medical gas distribution, as well as civil and structural disciplines.⁴ Our review of Global's proposal provides us no basis to disagree with the agency's evaluation.

Under the civil category, Global's proposal lists one contract which involved planning a project with investigation into unit and agency identifications, facility utilization surveys, and siting analysis. As the Army notes, there is no mention of the other required elements of this discipline such as roads, parking area, and drainage. Similarly, under the structural category, Global's proposal lists one contract under which it performed structural analysis to replace an outdoor air handling unit. There is no mention of other required elements of this discipline such as computer usage, loading, structural systems, and miscellaneous structural features. Global's flat assertion that the jobs it listed in its work history--its list of relevant contracts--"more than embrace experience" in the civil and structural disciplines does not specifically identify any such contracts and we are unable to do so.

Under the mechanical category, Global's proposal lists no contracts under which it performed medical gas systems work despite its recognition that this is a critical area. While its work history lists two contracts indicating that one of the joint venture firms performed services which included medical gas piping work, there is no further detail concerning this experience, such as how much of the contract medical gas systems comprised and precisely what the work involved. Moreover, since each page of the work history states that 100 percent of the work was performed by the team members as subcontractors,⁵ the question arises whether the work was merely an installation project or whether the firms had a hand in designing the medical gas systems. Given the lack of detail in the proposal in this regard, we cannot fault the agency's evaluation.

⁴Global was aware of the Army's opinion with respect to its asbestos and elevator or escalator experience when it filed its protest, but did not challenge that opinion until it filed its comments. Since these later-raised contentions were based on information in its possession sufficient to put it on notice of these issues prior to the filing of its protest, these issues were filed in a piecemeal fashion and we will not now review their merits. Litton Sys., Inc., Data Sys. Div., supra.

⁵This notation, and the work history's failure to identify any of the firms that performed these contracts, led one individual evaluator to comment that "work presented [in the work history] is by subs that are not identified by charts presented."

Global's proposal was also downgraded because there was no evidence in the proposal that the contractor had design experience or exactly who would do the design; the proposal did not address design/construction management capabilities; and most of the projects listed were "install only" type work with no design requirements. Global argues that since it proposed an architectural/engineering (A/E) firm as its design subcontractor the Army's comments reflect its failure to impute the subcontractor's experience to the offeror. We disagree.

It is indeed unclear from the technical proposal exactly who will do Global's A/E design work. The proposal does name the subcontractor but does not identify what that firm will do under the contract. The appended work history does not identify the firm that performed any of the listed design contracts save for one case, which contains a reference to [DELETED]. However, this reference is made ambiguous by the notation at the bottom of the page which states that 100 percent of the work was performed by "team members" acting as subcontractors. Notwithstanding Global's failure to clarify this matter, the evaluators turned to other volumes of the proposal identifying the subcontractor's proposed role and duly credited the offeror with its experience.

As the Army states, however, the proposal contains little detail about this subcontractor's experience. The descriptions of its contracts are extremely brief and give little indication of the exact nature of its experience. Moreover, the proposal's statements that it did not anticipate the need for many architectural services compelled the Army to question whether Global understood the RFP's requirements regarding, in particular, the civil and architectural areas.

The Army was also concerned that most of the projects listed by the joint venture partners were "install only" type work with no design requirements. In this regard, the RFP's anticipated work in the safety, instrumentation, security, electrical, and mechanical categories includes not only the installation of these systems, but their design, as confirmed by, among other things, references to various design publications to which this work is subject. Global's own proposal acknowledges that design of these systems is expected under the contract, as its narrative discusses experience with the design of electrical systems, plumbing systems, heating, ventilation, and air conditioning systems, fire alarm and sprinkler systems, and security systems. The offeror's work history confirms, however, that most of the projects involved installation and contains little detail on the design of these systems.⁶

⁶Our review of Global's proposal also confirms the Army's assertion that it did not adequately address design and construction management capabilities; in fact, the entire section on capabilities consists of generalities.

In its initial protest, Global cited the disadvantages listed in the debriefing document as evidence that the Army's evaluation unduly elevated design as an evaluation factor. We disagree. As the Army points out, and as the RFP and Global's proposal confirm, there is an element of design in each of the enumerated categories of work to be performed and Global's proposal did not provide sufficient detail to address these elements. As a result, it was not improper for the Army to consider Global's shortcomings in this respect and to downgrade its proposal accordingly.

In its July 25 supplemental protest, Global cited various comments made on the individual evaluator rating sheets--which it received in the agency report--to argue that the agency solicited for construction services but, in its evaluation, improperly converted the solicitation into one for design services in contravention of the Brooks Architect-Engineers Act, 40 U.S.C. §§ 541-544 (1994). This argument is untimely.

The debriefing document provided to Global on June 23 contained each disadvantage cited in the consensus evaluation document, which was the basis of the competitive range determination. Each of the individual evaluator comments relied upon by Global to establish the timeliness of this protest was found, in slightly different form, in the debriefing document.⁷ Hence, Global knew when it filed its protest that [DELETED] of the [DELETED] disadvantages identified in its technical proposal referenced its shortcomings in the area of design, but did not raise this specific challenge until after it received the agency report. Since this later-raised contention was based on information in its possession sufficient to put it on notice of the issue prior to the filing of its initial protest, this supplemental protest was filed in a piecemeal fashion and will not now be reviewed on its merits. Litton Sys., Inc., Data Sys. Div., supra. The protest also does not fall under the significant issue exception to our timeliness rules, see 4 C.F.R. § 21.2(c), which is limited to untimely protests that raise issues of widespread interest to the procurement community and that have not been considered on the merits in a previous decision. DynCorp, 70 Comp. Gen. 38, 40-41 (1990), 90-2 CPD ¶ 310 at 2-4.

⁷Global's argument that the debriefing disadvantages were more "terse" than the individual rating comments does not disguise the fact that they contain the same information and were typically conveyed in the debriefing document in nearly verbatim form. It is not clear what bearing Global's assertion that the debriefing disadvantages were "inaccurate" has on the matter, as the protester maintains that the individual evaluator comments are inaccurate as well.

While there do not appear to be other decisions considering this issue, there is no evidence that it is of widespread interest to the procurement community.⁸

Global's proposal was also downgraded because the "[s]ubcontractor has medical experience but Global (Prime) has shown no evidence of medical work causing the Evaluation Board to question its capability to assure a professional product." Global argues that this comment demonstrates the agency's failure to recognize the nature of a joint venture and asserts that all of the joint venture partners had medical experience that was improperly ignored.

The use of the term "subcontractor" aside,⁹ the individual evaluator rating sheets show that the Army credited the offeror with the joint venture partners' medical experience. Their concern was that Global, which identified itself as the "managing prime," appeared to have no documented experience in this area, a concern borne out by the record. We do not think it unreasonable for the agency to be concerned that the managing prime contractor had no experience in the subject matter of the contract to be managed, or for it to downgrade the proposal accordingly.

Finally, Global's proposal was downgraded because the individuals listed had less than the required experience. Even assuming Global's challenge to the evaluation in this area is valid, there is no basis to conclude that the agency's actions here were prejudicial to Global given our conclusions as to the remainder of Global's allegations, and its low standing after the initial evaluation. Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions, which in this case means that, but for the Army's actions, Global's proposal would have had a substantial chance of being included in the competitive range. 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). Due to the clear lack of prejudice associated with the lack-of-experience issue, we need not address it here.

Management

⁸In any event, our review of the record shows that the protest is without merit. Where, as here, the statement of work does not substantially or to a dominant extent specify performance or approval by a registered or licensed architect or engineer, it is proper for the contracting officer to follow the contracting procedures found in Part 15 of the FAR, as happened here. FAR § 36.601-3(c).

⁹Again, the use of this term here is entirely consistent with the language in Global's proposal which states that the listed contracts were 100-percent performed by the joint venture partners as subcontractors.

Offerors' management proposals were to describe their proposed organizations. Among other things, they were to submit a company resource chart with the number of personnel on board committed by defined labor category; related experience to include description and resumes; and a detailed plan of what work would be subcontracted out and how that work would be managed. In conjunction with these general requirements, the RFP set forth five specific subfactors: corporate experience, personnel qualifications, organization, proposal preparation plan, and cost control. We address the first three subfactors in detail.¹⁰

First, offerors were required to demonstrate related corporate experience and knowledge in medical facilities remediation programs. Global's proposal was downgraded because the joint venture partners had minimal experience working together and limited medical experience; the joint venture had no continuity in management; and the proposal indicated no management controls.

Global's protest did not specifically challenge the substance of this criticism, which appears to be well-founded. Contrary to Global's claims, the individual evaluator rating sheets make it clear that Global was credited with the experience of both the joint venture partners and the subcontractor. It is evident, however, that the Army was concerned that this experience, particular in terms of management, was insufficient. The medical experience of the joint venture firms was primarily limited to discrete projects and often performed in their capacities as subcontractors, leading the Army to question their ability--and by extension, the joint venture's ability--to manage large projects. While an agency may consider the separate qualifications of joint venture partners in evaluating the qualifications of the joint venture, Dynamic Isolation Sys., Inc., B-247047, Apr. 28, 1992, 92-1 CPD ¶ 399 at 7 n.7, and the Army did so here, there is no requirement that a corporate experience evaluation disregard a lack of experience by the joint venture itself. MR&S/AME, An MSC Joint Venture, B-250313.2, Mar. 19, 1993, 93-1 CPD ¶ 245 at 9.

Second, offerors were required to identify the principal program personnel with their areas of responsibility and relationship with the management structure. Section L.f.2.(b) of the RFP stated that the personnel qualifications were to include their general experience and their medical facilities remediation experience.

¹⁰Global's argument that the Army improperly considered its rapid response time under the proposal preparation plan subfactor, as well as under the technical factor, ignores the RFP's explicit advice that it would do so. Global's protest of the Army's evaluation of its proposal under the cost control subfactor did not address the most serious of the noted disadvantages, but focused on the Army's concern that the offeror's plan to [DELETED] would increase costs. The Army was not persuaded by Global's unsubstantiated claim that this approach would result in substantial cost savings, and Global has given us no basis to consider the Army's evaluation unreasonable.

Offerors were instructed to have personnel of suitable background and experience to ensure that all the anticipated disciplines required on the contract were represented. Global's proposal was downgraded because adequate personnel qualifications were not submitted for the quality control, safety, or architect personnel; no medical experience was listed in individual resumes; and the resumes submitted did not list engineers or show their minimum qualifications.

In its protest, Global argued that the resumes it submitted reflected more than adequate personnel qualifications and a wealth of medical experience citing, for example, the resume of its proposed vice president/treasurer as reflecting the firm's engineer and his qualifications.¹¹ This individual is not proposed as Global's engineer, but as its vice president/treasurer who happens to be an engineer and who will [DELETED]. More important, his resume shows no medical facilities remediation experience as required by the RFP. As for Global's argument that the Army should have imputed to this individual the work history of his employer, the Army had no legal or factual basis to speculate as to what his responsibilities might have been under these contracts. See SC&A, Inc., B-270160.2, Apr. 10, 1996, 96-1 CPD ¶ 197 at 6.

Third, under the organization subfactor, offerors were required to provide their proposed management structure and management techniques and controls that would be implemented to assure a rationale for and control of subcontracting. Global's proposal was downgraded because it did not submit a clear management structure; no subcontractor was proposed to do design work and therefore management of design was not covered; and it was not clear who would provide engineering services.

Global's flat assertion that its management structure meets the requirements of the RFP is belied by the general and, as the Army puts it, philosophical nature of its proposal when contrasted with the RFP's specific requirements.¹² The Army

¹¹Since Global did not specifically rebut the agency's evaluation of its proposal with respect to its quality control, safety, and architect personnel, Global's later-raised allegations in this regard are untimely. Litton Sys., Inc., Data Sys. Div., *supra*. Global's second supplemental protest raised the question whether the statement of work's minimum qualifications for key personnel applied to the principal program personnel. We dismissed that protest as untimely and did not reach the merits of this question, and need not reach it here since the sole individual whose qualifications are in question clearly does not meet the requirements set forth in section L.f.2.(b) of the RFP.

¹²Global asserts that its joint venture agreement further described its management structure but was improperly overlooked. The record shows that the joint venture
(continued...)

concedes that it erred in stating that Global did not propose a subcontractor to do design work--indeed, the evaluators acknowledged this fact and credited Global's proposal with the subcontractor's experience--but asserts that the thrust of its comment was that the proposal did not address the management of design work as required by the RFP. Global has given us no reason to dispute this assertion. Finally, Global's contention that two of its joint venture partners would provide engineering services overlooks the fact that these two firms will provide only [DELETED] engineering services, leaving the question open as to who will provide the [DELETED] engineering services called for in the solicitation.

Past Performance

The RFP required the submission of past performance data from the offeror as well as from any significant subcontractors. Offerors with no relevant past performance history "as an entity" could substitute that of key personnel and significant subcontractors; otherwise they would receive a neutral rating. Global's proposal received [DELETED] of the 60 available points, with the following consensus evaluation comment: "Showed satisfied customers. No Project Management track record for JV. No Prime past performance. Only one rating for Prime on a job that lasted three weeks. Past performance evaluations are mostly for subs who did work for [DELETED] and generally had very good ratings."

Global's assertion that the Army improperly failed to credit the offeror with the experience of its organizational members, the joint venture partner firms' key personnel, and its [DELETED] is unfounded. The individual evaluator rating sheets show that the joint venture was given credit for the experience of the joint venture partners despite the fact that the initial solicitation's provision for consideration of the experience of "organizational members" was deleted by later amendment, raising the question whether Global was actually entitled to credit for any of this experience. These same rating sheets also show that the joint venture was credited with the subcontractor's experience. Since Global's past performance proposal does not identify any key personnel for the agency's consideration, it is difficult to imagine how their experience could have been credited to the offeror.

¹²(...continued)

agreement was appended to the cost proposal, which was evaluated by different individuals than those who evaluated the remainder of the proposal. The management proposal did not cross-reference the joint venture agreement. Offerors bear the burden for failing to submit an adequately written proposal and contracting agencies are not obligated to go in search of needed information which the offeror has omitted or failed adequately to present. Fluor Daniel, Inc., B-262051, B-262051.2, Nov. 21, 1995, 95-2 CPD ¶ 241 at 8.

Global cites two phrases from the consensus evaluation document to support its allegation that the Army was confused about its joint venture and subcontractor relationships. Global is wrong on both counts.

The comment, "No Prime past performance. Only one rating for Prime on a job that lasted three weeks," refers not to a misunderstanding between Global as the managing prime contractor and the joint venture as the prime contractor, but to facts in the record. There is no past performance information regarding the joint venture as an entity--the prime--but only a reference to the joint venture's holding of a medical remediation contract for which little detail was supplied. The proposal does contain a narrative account of a 3-week long medical renovation project performed by four of the five joint venture partners, and the Army duly credited Global with this experience.

The phrase, "[p]ast performance evaluations are mostly for subs who did work for [DELETED] and generally had very good ratings," is also an accurate reflection of the record. Most of the past performance evaluations submitted by the joint venture's listed contacts do reflect that the work performed by the joint venture partners was performed in their capacities as subcontractors to [DELETED], and that their performance was generally very good. Contrary to Global's allegations, the Army's understanding of its proposal appears reasonable in this matter.

Subcontracting Plan

Large business offerors such as Global were required to submit a subcontracting plan as described in FAR § 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan." The RFP supplied offerors with specific guidance as to what should be included in these plans and how they would be evaluated. Global's subcontracting plan received [DELETED] of the 20 available points, with a disadvantage cited under each of the eight evaluation areas. Global's protest specifically challenged three of these.

Offerors had to identify the efforts undertaken to broaden their small business (SB) and small disadvantaged business (SDB) active vendor bases, and Global's proposal was downgraded because its proposal did not clearly demonstrate how it planned to expand or broaden this base. Global's citation to specific portions of its proposal in response to this criticism does not render the Army's conclusion unreasonable, since the contents of the proposal appear to justify the Army's concern. The proposal generally asserts that the firm will [DELETED] but provides no specific detail and no listing of prospective small business vendors.

Offerors were also required to meet a past performance requirement--the extent to which the prime has historically been successful in establishing realistic yet challenging goals and evidences ability to achieve them. Global's proposal was downgraded because the historical experience of only one firm was identified and

this information was not specific. Contrary to Global's assertions, its proposal was credited with the experience of the one joint venture partner mentioned here, but this firm's past performance in establishing realistic yet challenging goals and ability to achieve them was not specified and the downgrading of the proposal was justified.

Finally, offerors had to provide the name of the company employee responsible for administration of the plan and his or her duties. Global's proposal was downgraded because its proposal listed [DELETED] and it was not clear precisely [DELETED] was to be held accountable for administering the plan. Global's argument that the person who signed the plan--[DELETED]--was responsible for its administration is not persuasive given the proposal's failure to make this clear.

CONCLUSION

As demonstrated above, the record shows that the Army's evaluation of Global's proposal as technically unacceptable was reasonable and consistent with the stated evaluation criteria. Since a firm whose proposal has been properly determined technically unacceptable has no chance of being selected for award no matter how low its price, Custom Data Servs., B-271288.2, Oct. 9, 1996, 96-2 CPD ¶ 140 at 3, we need not consider Global's allegations concerning the cost/price evaluation, and conclude that its exclusion from the competitive range was proper. Id.

The protest is denied in part and dismissed in part.

Comptroller General
of the United States