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Comptroller General
of the United States

United States General Accounting Office
Washington, DC 20548

Decision

Matter of: Champion Business Services, Inc.

File: B-290556

Date: June 25, 2002

Carol E. McCallister, Champion Business Services, Inc., for the protester.
William L. Mayers, Esq., Defense Information Systems Agency, for the agency.
David A. Ashen, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protest that agency acted improperly in determining that protester was qualified to make an oral presentation even though it had no chance for award, and request for reimbursement of oral presentation costs, does not come within GAO's bid protest jurisdiction and is dismissed.

DECISION

Champion Business Services, Inc. protests the actions of the Defense Information Systems Agency, Defense Information Technology Contracting Organization (DISA/DITCO), under request for proposals (RFP) No. DCA200-01-R-5032, for global enterprise management support services. Champion maintains that the agency improperly retained its proposal in the competition after it became evident that Champion had no reasonable chance of receiving award.

We dismiss the protest.

The RFP provided for award of multiple indefinite-delivery/indefinite-quantity, task order contracts to small business concerns. The agency intended to reserve at least one award for a qualified section 8(a) program concern and one award for a qualified Historically Underutilized Business Zone (HUBZone) offeror. Award was to be made to offerors submitting the most highly rated proposals. The RFP provided for proposals to be evaluated under three evaluation factors, including past performance, technical/management, and cost/price. The RFP further provided for offerors (1) to submit a written volume containing cost/price information and contract information, including presentation slides for a subsequent oral presentation, and (2) to make an oral presentation addressing the offeror's past performance and technical/management approach (as well as furnishing an

executive summary describing the significant attributes of its proposal). Forty-two proposals were received; 35 offerors, including the protester, made an oral presentation. Four awards were made; Champion, whose proposal was ranked 35th out of 35 proposals overall, and 17th out of 17 section 8(a) proposals, did not receive an award.

Champion asserts that the agency acted improperly in retaining its proposal in the competition and determining that it was qualified to make an oral presentation, since it was clear from the evaluation results that it had no chance for award. Champion requests reimbursement of its costs with respect to the oral presentation.

Champion's protest does not come within our bid protest jurisdiction. The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3556 (2000). In this regard, our Office considers bid protest challenges to a solicitation or other request by a federal agency for offers for a contract for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; or a termination of such a contract, if the protest alleges that the termination was based on improprieties in the award of the contract. 31 U.S.C. §§ 3551(1), 3552; 4 C.F.R. § 21.1(a) (2002). In the event that we determine that a solicitation, proposed award, or award does not comply with statute or regulation, we may recommend that the contracting agency pay the protester its costs of bid and proposal preparation. 31 U.S.C. § 3554(c)(1)(B); 4 C.F.R. § 21.8(d).

Champion's claim that it was improperly invited to make an oral presentation is not a challenge to a solicitation or other request for offers, the cancellation of such a solicitation or other request, an award or proposed award of a contract, or the termination of a contract based on improprieties in the award of the contract. It therefore does not come within the scope of our bid protest jurisdiction. 31 U.S.C. §§ 3551(1), 3552; 4 C.F.R. § 21.1(a). We recognize that we have previously considered a protester's assertion that its proposal should not have been included in the competitive range. *See, e.g., Global Indus. Servs., Inc.*, B-260287.2, July 18, 1995, 95-2 CPD ¶ 27 at 2; *Avondale Tech. Servs., Inc.*, B-243330, July 18, 1991, 91-2 CPD ¶ 72 at 3. To the extent that those prior decisions are inconsistent with our ruling here, we will no longer follow our prior decisions in this regard.

Finally, since Champion's protest furnishes no basis for determining that a solicitation, proposed award, or award does not comply with statute or regulation, there is no basis for recommending that DISA/DITCO reimburse the protester its costs associated with the oral presentation. 31 U.S.C. § 3554(c)(1)(B); 4 C.F.R. § 21.8(d).

The protest is dismissed.

Anthony H. Gamboa
General Counsel