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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

**FILE:** B-185585

**DATE:** October 7, 1976

**MATTER OF:** Technassociates, Incorporated  
Request for Reconsideration

**DIGEST:**

On reconsideration, prior decision is affirmed. Since RFP reasonably defines requirements for phase I (formulation of plans for redesign, conversion and implementation), from which deviations from estimated manning levels were explicitly authorized, and agency takes position that proper proposal responding to phase I establishes sufficiently defined requirement for phase II (execution of implementation plan), adequacy of RFP's estimated manning levels for phase II could be evaluated with respect to proposal offering deviations from phase II manning levels.

By decision in Technassociates, Incorporated, B-185585, April 22, 1976, 76-1 CPD 273, our Office upheld the award of a fixed-price contract by the Defense Supply Agency (DSA) to Information and Communication Applications, Inc. (ICA).

The request for proposals (RFP) called for formulation of plans for redesign, conversion and implementation in phase I and execution of the implementation plan in phase II. Estimated manpower requirements were set out for each phase. Deviations from the estimated manpower requirements for phase I were specifically authorized. However, the RFP was silent as to any permissible deviation for phase II. Instead, the RFP stated in part:

"\* \* \* firm fixed prices for Phase II (1 Project Officer, 9 man-months and 2 Senior Systems Analysts, 9 man-months each) shall be included in the price proposal and will be used as a basis for the total evaluation of this requirement \* \* \*."

Notwithstanding the quoted provision, the successful offeror, ICA, proposed the following manning for phase II:

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1 project leader	4 man-months
3 senior systems analysts	23 man-months

While the total manning hours for phase II were not changed, ICA's accepted offer varied the mix with a resulting cost saving.

ICA's successful best and final offer was low in price even when evaluated in accordance with the manning levels prescribed in the quoted provision of the RFP. However, we concluded that the specific provision to deviate from the manning levels prescribed for phase I necessarily implied a similar possibility for phase II--so long as any changes were justified to the contracting officer--since manning needed for phase II would necessarily be affected by the outcome of phase I.

Technassociates, in its request for reconsideration, disagrees with our conclusion that the specific recognition of deviations in phase I necessarily implies that deviations are also acceptable in phase II. It notes that the differing language applicable to manning for the two phases implies that the two are to be treated dissimilarly. Technassociates also notes provisions of ASPR indicating that changes in requirements or specifications should be reflected in the RFP by amendment. Also, Technassociates notes that since the dimensions of phase II were to be determined by the results of phase I, neither the offeror nor the Government would have any way of knowing precisely what would be required for the latter phase. The question, implicitly, then is what basis exists for projecting a price for phase II other than the stated manning requirements?

We agree that unless the solicitation sets out requirements or parameters with sufficient specificity, the recognized objective of achieving maximum practicable competition cannot be attained. If the work is defined only in terms of manning levels, no proposal offering less demanding levels should be accepted without permitting others in the competition to submit proposals on the same basis. However, if the requirements or parameters are otherwise defined, then we believe that given manning levels need not necessarily be offered unless they are clearly stated as requirements. The test is whether the contracting officer has a reasonable basis for concluding that the work specified will in fact be properly performed.

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While in retrospect the RFP statement could be clearer, we cannot conclude that the manning levels for phase II are set out as requirements. It is true that the RFP does not clearly define the dimensions of the work under phase II. However, it does reasonably define the requirements for phase I and it is the position of the Defense Supply Agency that a proper proposal in response to phase I establishes a sufficiently defined requirement for phase II. In other words, we believe DSA properly concluded that the competitive posture called for was maintained by virtue of each proposal submitted for phase I even though the RFP did not directly specify definitive requirements for phase II. The adequacy of the manning for phase II could therefore be evaluated from the phase I proposal. In such case it was not necessary or even desirable to require a stipulated manning for phase II. A competition based on such common manning would essentially deal only in the wage levels while the other approach permits an evaluation in terms of the end result. We believe the latter is preferable.

Finally, Technassociates contends that the agency's inquiry as to whether its proposed project leader would act on a full-time basis revealed that deviation from the phase II labor mix was neither contemplated nor permissible. We stated in our original decision that such a question on the part of the agency was a reasonable one which should not have misled Technassociates, and could have been asked simply to ascertain whether or not a deviation was proposed. Since the protester raises no new allegations of fact or law on this point, we need not consider the question further.

Accordingly, upon reconsideration, our decision is affirmed.

Deputy  Comptroller General  
of the United States