



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: American Contract Services, Inc.
File: B-231903
Date: November 2, 1988

DIGEST

1. Agency's requirements regarding format and contents of proposal and minimum experience of proposed contract manager are not unduly restrictive where protester has not established that the requirements are clearly unreasonable.
2. Protester's contentions that the request for proposals (RFP) did not address 1 year of the agency's requirements and the estimated occurrences of two work priorities is denied where the agency's yearly requirements were addressed in the RFP and the agency did not have any reliable work priority estimates.
3. Where the contracting agency allowed over 30 days for the preparation and submission of proposals, we find that offerors were given sufficient time for this purpose; the protester's delay in submitting questions to the agency until approximately 1 week prior to the closing date for proposal submission cannot be used as a basis for extending the closing date.

DECISION

American Contract Services, Inc., protests the inclusion of various requirements in request for proposals (RFP) No. F08650-88-R-0020, issued by the Eastern Space and Missile Center (ESMC), Patrick Air Force Base, Florida. The RFP was for visual information support and related services for a base period of 1-year with three 1-year option periods. American also contends that offerors were given insufficient time in which to prepare their proposals.

We deny the protest.

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The RFP, issued on June 10, 1988, required the submission of initial proposals by July 13. A site visit and preproposal conference were held on June 28. No written questions were submitted by potential offerors prior to or during the conference, although the protester submitted written questions to the agency about 1 week prior to the closing date for the submission of initial proposals. Several proposals were received in response to the RFP. American did not submit a proposal.

The protester believes that the RFP imposed requirements that it feels are unnecessary for a procurement of this size. Specifically, American contends that ESMC clause Nos. 52.215-10011, 10014, and 10026, concerning the content of proposals should not have been used. American cites the clause at Federal Acquisition Regulation (FAR) § 52.215-7, entitled Unnecessarily Elaborate Proposals or Quotations, in support of its contention.

According to the agency, the cited clauses are included in all RFPs. Clause No. 52.215-10011, General Instructions-- Proposal Preparation, sets forth uniform standards governing the composition of proposals such as page and type size. Clause No. 52.215-10014, Cost Proposal Preparation, specifies the content of an offeror's cost proposal, and clause No. 52.215-10026, Technical Proposal Preparation, outlines what is to be included in the offeror's technical proposal. It is the agency's view that it needs the information contained in such proposals in order to make a proper award selection.

We fail to see how these clauses are overly restrictive. They are incorporated in the Instructions to Offerors section of the solicitation and simply provide offerors with the basic instructions on how to submit proposals. Other than to object to these proposed instructions the protester does not explain why they are restrictive or unnecessary from offerors. We think that the extent of information an agency needs in order to properly evaluate proposals is a matter that is within its judgment. We should not disturb that judgment unless the protester shows that it is without a rational basis. See, Essex Electro Engineers, Inc., 65 Comp. Gen. 242 (1986), 86-1 CPD ¶ 92. The protester has made no such showing here.

Further, the clause set forth at FAR § 52.215-7 cited by the protester merely advises offerors to submit only information that is required for a thorough presentation. Also since this procurement is valued at over \$500,000, we do not

agree with the protester that it is of too little value to be subject to the agency's standard proposal preparation instructions.

American also contends that the RFP requirement that the contract manager have 5 years of managerial experience discriminates against the manager it now employs who has 5 years of nonmanagerial experience, which according to the protester is sufficient. American also argues that such a requirement will unnecessarily increase the cost to the government of acquiring the services. The agency states that the experience requirement is in line with the Department of Labor wage determination for this position, which is based on a civil service employee equivalent (GS-9). According to the agency, the civil service equivalent requires 5 years of experience and it believes that this degree of experience is needed for the important position of contract manager.

Generally, our Office will not question an agency's determination of its minimum needs unless there is a clear showing that the determination has no reasonable basis. Once an agency has established prima facie support for its needs, the protester must show that the agency's minimum needs determination is unreasonable. Ameriko Maintenance Co., Inc., B-216406, Mar. 1, 1985, 85-1 CPD ¶ 255; CAD/CAM On-Line, Inc., B-226103, Mar. 31, 1987, 87-1 CPD ¶ 366.

While the protester believes its present contract manager is qualified to manage the contract, this does not constitute a showing that the RFP requirement is unreasonable. American cannot dictate the agency's minimum needs by its inability to fulfill them. Even if the protester is correct in stating that this requirement will increase the cost to the agency, that does not itself make the requirement unduly restrictive as the agency has established that the requirement is reasonably related to its minimum needs.

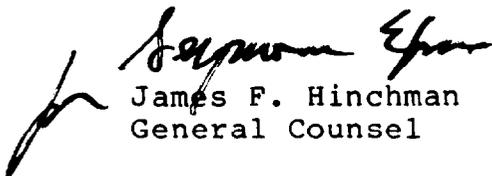
American also contends that the RFP failed to address requirements for 1 of the 3 option years or to include estimates as to the number of priority work assignments that will be ordered.

The Performance Work Statement in the RFP addresses the work that the contractor will be required to do without reference to any specific year of the contract. The agency has informed us that with respect to workload estimates in Technical Exhibit No. 2, that it did not include the estimates for the third option year. Although the data was inadvertently omitted, a review of the estimates that were provided shows that they were simply increased by 5 percent

from year to year. The omission does not appear to have impacted the competition as several offers were received and the protester has not explained how this alleged defect prevented it from submitting an offer. Concerning work priorities, the agency states that estimates for priorities were not included in the solicitation because it does not have such estimates nor does the agency know when a priority work assignment will occur.

Finally, the protester argues that the agency did not allow sufficient time to submit an offer. A contracting agency is required by statute to allow a minimum 30-day response period for all but a limited number of procurements. See 15 U.S.C. § 637(a)(3)(B) (Supp. IV 1986). Here, since more than 30 days response time was provided, we have no reason to object to the procurement on this basis. Allied Materials & Equipment Co., Inc., B-225784, Mar. 20, 1987, 87-1 CPD ¶ 325. The fact that a site visit and preproposal conference were scheduled within the response period does not alter our conclusion.

The protest is denied.


James F. Hinchman
General Counsel