Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: National Medical Staffing, Inc.

File: B-239695

Date: September 14, 1990

Dr. Gloria M. Bertacchi for the protester.
Wayne Pierce, for American Contract Health, Inc., an interested party.
Douglas P. Larsen, Jr., Esq., Department of the Navy, for the agency.
James M. Cunningham, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Fourteen day period for the submission of proposals for the services of a dentist at a military clinic was not unreasonably short where acquisition was a reprocurement of a recently defaulted contract; there was a shortage of dentists at the clinic which justified expedited treatment of the procurement; "technical proposals" essentially consisted of the curriculum vitae of only one individual; and four offerors, including the protester, did submit offers by the due date.

DECISION

National Medical Staffing, Inc. has protested the amount of time provided offerors to respond to request for proposals (RFP) No. N68836-90-R-0147, issued by the Naval Supply Center, Jacksonville, Florida, for the services of a dentist at the Branch Naval Dental Clinic in Jacksonville.

We deny the protest.

This RFP was a reprocurement of dental services which had been the subject of a contract awarded on March 13, 1990; however, that contract was terminated for default on April 13, according to the Navy, "when the contractor was unable to perform." Since the clinic had not only been without the services of one dentist since September 1989, but had also lost two more dental officers since that time, the contracting officer decided to reprocure these services by issuing the RFP, with a two-week turn-around time, only to those who had submitted proposals under the earlier RFP as well as to other potential offerors who had expressed interest in the procurement. In addition to price, the RFP required the submission of a brief technical proposal consisting of the candidate's state license to practice dentistry; his or her resume, including credentials and experience; list of continuing education activities; and a letter of intent confirming the candidate's availability should the offeror be awarded the contract.

On May 7 the Navy mailed a copy of the RFP to 10 potential offerors, including the protester. The RFP mistakenly stated that offers were due by May 14. When this came to the contracting officer's attention, she issued an amendment on May 10 extending the date for receipt of proposals to May 21. On May 15 the protester telephoned the contracting agency, stated that it had just received the RFP, and complained that the Navy had not allowed enough time for submission of offers. The protester requested that a 30-day proposal preparation period be given. The Navy informed National that the time for submission of offers had been extended to May 21 but that the time would not be further extended since this was a reprocurement and, as one of the offerors on the original RFP, all National had to do was to update its proposal. National protested to our Office the same day and submitted a proposal 2 days later which was timely received. The Navy received a total of four offers by the closing date.

Notwithstanding that it did submit a proposal, National contends that the May 21 closing date was "unfair and unreasonable as [this date] only allowed National 4 working days to respond to the RFP." The protester asserts that it could have submitted a better proposal had it had more time. The Navy argues that since it received four offers under the RFP, including one from the protester, it obtained appropriate competition for the RFP given the need for dental services at the clinic.

As a general rule, agencies are to allow at least 30 days response time for receipt of proposals from the date of issuance of a solicitation. 15 U.S.C. § 637(e)(3)(B) (1988); Federal Acquisition Regulation (FAR) § 5.203(b). The statutes and regulations governing regular federal procurements, however, are not strictly applicable to reprocurements after contract defaults. To repurchase the same requirement on a defaulted contract, the contracting agency may use any terms and acquisition methods deemed appropriate for the repurchase so long as competition is obtained to the maximum extent practicable and the repurchase is at as reasonable a price as practicable. FAR § 49.402-6; Aerosonic Corp., 68 Comp. Gen. 179 (1989), 89-1 CPD ¶ 45. We will review a reprocurement to determine whether the contracting agency proceeded reasonably under the circumstances. TSCO, Inc., 65 Comp. Gen. 347 (1986), 86-1 CPD ¶ 198.

How much competition it is "practicable" to obtain varies with the circumstances of each procurement. For example, it may be reasonable for an agency to negotiate a reprocurement contract with the only offeror other than the defaulted contractor, or with only the second low of several offerors, if that action is justified by the urgency of the need and if the time span between the initial procurement and the reprocurement makes it unlikely that there are any additional offerors. Aerosonic, Inc., 68 Comp. Gen. 179, supra; Brown, Boveri-York Kaelte-und Klimatechnik GmbH, B-237202, Feb. 2, 1990, 90-1 CPD ¶ 148; DCX, Inc., B-232692, Jan. 23, 1989, 89-1 CPD ¶ 55. Here, the dental clinic had been understaffed for some time and, the record shows, was anxious that the position be filled expeditiously. At the same time, the contracting officer was aware that there was a pool of offerors which either had competed for the prior contract or otherwise expressed interest in the requirement. Therefore, she decided to conduct a competition limited to these 10 firms albeit within a shorter timeframe than would normally be afforded. Considering the clinic's needs; the fact that this reprocurement was within a few months of the prior competition; that the requirement is not a complex one, being for the services of one individual; and that the required "technical proposal" essentially consisted of that individual's curriculum vitae, we conclude that the contracting officer's approach was reasonable and resulted in the maximum competition practicable under the circumstances.

It is clear that the RFP's response time was not too burdensome to prevent National from responding by the required date. National's argument that it could have submitted a "better" proposal had it been given more time is speculative at best. Where, as here, the Navy had a justifiable reason to conduct this reprocurement expeditiously, we conclude that the RFP response time was unobjectionable even though it may have allowed less than the usual time in which to prepare proposals.

We deny the protest.

Robert P. Murphy

for James F. Hinchman
General Counsel