



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: NFI Management Company

File: B-240788

Date: December 12, 1990

Philip Strawbridge, Esq., for the protester.
Joseph P. Mentor, Esq., General Services Administration, for
the agency.
James Vickers, Esq., and John Brosnan, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

Protest against geographically delineated area set forth in solicitation for offers for leased office space as unduly restrictive is denied where reduction in original delineated area was necessary to reduce walking distance between United States Attorney's Office and Courthouse and the reduction has been adequately justified to reflect agency's minimum needs.

DECISION

NFI Management Company protests as unduly restrictive the geographically delineated area and security requirements contained in solicitation for offers (SFO) No. MM090128, issued by the General Services Administration (GSA) for 38,500 square feet of leased office space for the United States Attorney's Office, Kansas City, Missouri. The protester contends that the requirements are overly restrictive and were used to exclude the protester's building in retaliation for previous protests filed by it.

We deny the protest.

GSA conducted a market survey for the space by placing an advertisement in the Kansas City Star on May 13, 1990, which, stated that only properties located in downtown Kansas City bounded by 6th Street on the north, Holmes Street on the east, 13th Street on the south, and Wyandotte Street on the west would be considered. This encompassed an area of four blocks from the Federal Courthouse in each direction except for north where the distance was two blocks. This area was established by GSA in an attempt to conform with an agreement reached between the Department of Justice and GSA which stated

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that offices for the U.S. Attorney should be located "[w]ithin the Courthouse or within a four block radius of the Courthouse."

Following the advertisement, a potential offeror contacted GSA and stated that the building it wished to offer was outside the delineated area but closer to the Courthouse than some buildings within the area. In response, GSA met with staff from the Kansas City U.S. Attorney's Office and the staff took the position that its office must be within 1,000 lineal feet of the Courthouse and that for the purpose of measuring the distance a city block should be no more than 250 lineal feet.

Thereafter, GSA's realty specialist walked the area to determine 1,000 lineal feet from the Courthouse and using streets as natural boundaries developed a new delineated area. Some of the property in the new area exceeds the 1,000-foot limit because of the desire to use streets as the boundaries and not draw the delineated area line in the middle of a city block. The new area at its broadest part is three blocks from the Courthouse and at its narrowest point is one block.

As NFI had previously expressed an interest in offering space following the initial newspaper advertisement, GSA wrote the protester on July 30 and advised it that the property was not in the new delineated area and that its building would not be considered. The SFO was issued on August 14 and included the reduced delineated area.

NFI states that the change resulted in an area considerably smaller than that required by the formal agreement between GSA and Justice. This, in the protester's view, is not consistent with the agency's actual needs and unduly restricts competition and was initiated in retaliation for NFI filing earlier protests.

An agency may restrict a procurement to offerors within a specified geographical area if the restriction is reasonably necessary for the agency to meet its minimum needs. AAA Eng'g & Drafting, Inc., B-237383, Jan. 22, 1990, 90-1 CPD ¶ 87. The determination of the proper scope of a geographical restriction is a matter of the agency's judgment which we will review in order to ensure that it has a reasonable basis. Id.

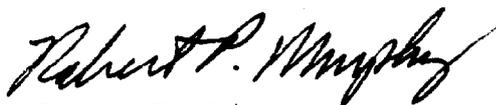
GSA states that initially it misinterpreted the GSA-Justice agreement and this resulted in a 64-square-block area with buildings located in the farthest corner of the area requiring an 8-block walk to the Courthouse. This area was clearly too large, in the U.S. Attorney's view, and the new area was developed.

According to the U.S. Attorney's Office, it requires a location close to the Courthouse because the attorneys in the Office have to make several trips a day to the Courthouse to meet court personnel, attend grand jury hearings and criminal trials, etc. These trips often require that bulky case files, exhibits and other boxes be transported. Since the map contained in the report shows that an attorney would have to walk five blocks to reach the Courthouse entrance from the protester's property, we think that the restriction, as it applies to the protester, is reasonable and consistent with the agency's needs.

While NFI has alleged that this change in the delineated area was made by GSA in retaliation for earlier protests, we do not agree. The change in the area was made by the U.S. Attorney's Office, not GSA, when it was discovered the original area was improperly drawn and, as stated above, we do not think that a restriction which excludes a building that is a five-block walk, under the circumstances here, to be unreasonable or inconsistent with the agency's needs. Therefore, we have no basis upon which to conclude that the restriction was instituted to punish the protester. Sikora & Fogleman, B-236960, Jan. 17, 1990, 90-1 CPD ¶ 61.

Since we have concluded that the area restriction was proper as far as the protester's property is concerned, and the protester is not eligible to compete under this restriction, we need not consider its challenge to the security requirements.

The protest is denied.



for James F. Hinchman
General Counsel