



United States General Accounting Office  
Washington, DC 20548

Comptroller General  
of the United States

## Decision

**Matter of:** Vero Technical Services

**File:** B-282373.3; B-282373.4

**Date:** August 31, 1999

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George Sigler for the protester.

Maj. Richard D. Desmond and Capt. Karen L. Deimler, Department of the Air Force, for the agency.

Linda C. Glass, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that proposal containing entries of "NSP" for two solicitation line items must be rejected as unacceptable is denied where solicitation did not require rejection of the offer; the "NSP" entries obligate the offeror to provide the required items.

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### DECISION

Vero Technical Services protests the award of a contract to C. Martin Company under request for proposals (RFP) No. F16602-99-R-0003, issued as a small business set-aside by the Department of the Air Force for the operation and maintenance of the Claiborne Bombing Range. The protester contends that C. Martin's proposal should have been rejected as unacceptable because it did not contain separate prices for each line item in Schedule B of the RFP. The protester also contends that C. Martin's price entries reflected an unfair competitive advantage based on "special knowledge" concerning the solicitation. Supplemental Protest, July 9, 1999, at 1.

We deny the protest.

The solicitation, issued on December 31, 1998, contemplated the award of a fixed-price requirements contract for a 1-year base period with four 1-year options. The RFP called for technical evaluation to determine conformance under enumerated areas and stated that award would be made to the responsible offeror whose offer conforms to the solicitation, is determined technically acceptable based on the evaluation criteria, and offers the lowest evaluated price, based on the total price for the base year and all options years. RFP § M-502. The RFP required that offerors submit an offer for all items listed in the schedule and further stated that

“[a]ny offer which fails to cite a unit price for each item may be unacceptable for award, and determined non-acceptable.” RFP § M-501.

Five proposals were received by the February 8, 1999 closing time, two of which were rejected as technically unacceptable. On February 12, requests for additional information and clarifications were sent to the three remaining technically acceptable offerors. Responses were received and evaluated. C. Martin’s total price including options was low at \$2,127,334.74. C. Martin’s proposal contained schedule entries of “NSP” (not separately priced) for the line items comprising contract data requirements and maintenance and operation of the “Sentry Dawg.”<sup>1</sup> Vero’s total price was \$2,140,446. On March 17, the Air Force notified offerors that C. Martin was the low offeror. On March 25, award was made to C. Martin and on April 30, Vero timely filed an agency-level protest arguing that C. Martin’s proposal was unacceptable because it had not separately priced each line item in Schedule B as required by the solicitation. On June 21, after its agency-level protest was denied, Vero filed this protest with our Office.

Vero maintains that C. Martin’s proposal should have been rejected as unacceptable because it did not include a separate price for each line item for the contract data requirements and for maintenance and operation of the Sentry Dawg. We find no support for the protester’s contention.

The agency points out that § M.501 of the RFP does not require the government to reject an offer because of a failure to submit a unit price; it merely gives the government that option. The agency asserts that offerors are normally allowed to reflect data costs in manners other than as separate line item prices and maintains that it properly exercised its discretion in choosing not to reject C. Martin’s offer because it did not provide unit prices for two line items.

The agency’s decision was unobjectionable. First, the record shows that the protester’s price for the two line items in question was less than 1 percent of its total contract price. The fact that C. Martin chose not to separately price these line items does not support a conclusion, as suggested by the protester that it does not intend to provide the required items. Since the line items in question are a minor portion of the required services to be provided, it is plausible that an offeror would elect to provide these services at no additional charge to the agency. C. Martin has bound itself in its proposal to provide the required item since in both negotiated and sealed bid procurements an “NSP” notation is properly understood as expressly indicating the offeror’s affirmative intent to obligate itself to provide the item at no charge to the government, and does not constitute a basis for rejecting an offer. Kasco Fuel Maintenance Corp., B-274131, Nov. 22, 1996, 96-2 CPD ¶ 197 at 4; Urethane Prods.

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<sup>1</sup>The Sentry Dawg is a transportable radar emitter, which is used for electronic combat training. RFP § 2.2116, at 35.

Corp., B-234694, May 25, 1989, 89-1 CPD ¶ 508 at 3. With respect to protester's position that all competitive range offerors should have been advised that not all line items had to be priced, this is not inconsistent with the RFP language, which is precatory in this respect and appears to be primarily directed at requiring that all of the items be offered in the proposal. Here, C. Martin in the exercise of its business judgment decided to offer to provide without separately pricing items that were a minor portion of the required services. In this regard, other offerors were on notice that "NSP" is expressly listed in the RFP as an abbreviation, which can be used in completing section B, the schedule, and is defined to mean not separately priced. RFP § L-500(a).

The protester also contends that C. Martin had a competitive advantage based on some special knowledge concerning the specific contract line items it elected to offer as "NSP," because of its prior experience. The protester also alleges that there was a pattern of actions on the part of agency personnel, which it believes reflected preferential treatment of C. Martin.

Vero has merely asserted that principals of C. Martin operated the Claiborne range at some time before the present incumbent was awarded its contract, but has not provided any credible evidence, which supports its allegations of bias or improper advantage. There is no evidence in the record, which indicates either that inside information was somehow inappropriately provided to C. Martin, or that the agency personnel were biased in favor of C. Martin. Where, as here, a protester contends that contracting officials were motivated by bias that caused them to favor one competitor over another, there must be convincing evidence to support the contentions and not mere speculation by the protester. Group Techs. Corp.; Electrospace Sys., Inc., B-250699 et al., Feb. 17, 1993, 93-1 CPD ¶ 150 at 11; see also Controls Eng'g Maintenance Corp., B-247833.2, Sept. 25, 1992, 92-2 CPD ¶ 204 at 2-3. Since the record here contains no evidence of agency favoritism towards C. Martin, Vero's speculative allegations do not provide a basis to sustain the protest. Science Applications Int'l Corp., B-265607, Sept. 1, 1995, 95-2 CPD ¶ 99 at 2-3.

The protest is denied.

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