

**DECISION**

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

**FILE:** B-221308

**DATE:** December 24, 1985

**MATTER OF:** Bionetics Corporation

**DIGEST:**

1. Protest stating only that an agency provided protester with "false information" regarding various stages of a procurement is dismissed for failure to set forth a detailed statement of the legal and factual grounds of the protest.
2. Protest that awardee's substitution of key personnel during contract performance requires a change in the technical ranking of proposals and award to the protester is dismissed for failure to state a valid basis for protest since the propriety of an agency's evaluation of proposals is not affected by events occurring during contract performance.
3. Protest that awardee is performing contract with personnel different from those upon which the evaluation of its proposal was based is dismissed because the extent to which the awardee is complying with contractual provisions regarding substitution of personnel involves contract administration, an issue for the contracting agency to resolve, not GAO.

The Bionetics Corporation protests the award of a contract to Raytheon Service Company under request for proposals (RFP) No. N00167-85-R-0034, issued by the Naval Ship Research and Development Center, Bethesda, Maryland. The agency awarded an indefinite quantity, indefinite delivery, time and materials contract to Raytheon to provide engineering, technical and other services. We dismiss the protest.

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As its first basis for protest, Bionetics contends that the agency "provided Bionetics with false information regarding the establishment of a competitive range for evaluations, the submission of best and final offers, discussions, and similar information." Bionetics' protest does not, however, set forth any of the facts upon which it bases this contention. Our Bid Protest Regulations state that a protest must contain a detailed statement of the legal and factual grounds for the protest, including relevant documents. 4 C.F.R. § 21.1(c)(4) (1985). Since Bionetics' protest does not comply with this requirement, we will not consider this aspect of the protest. 4 C.F.R. § 21.1(f); Datametrics Corp., B-219617, Aug. 1, 1985, 85-2 CPD ¶ 122.

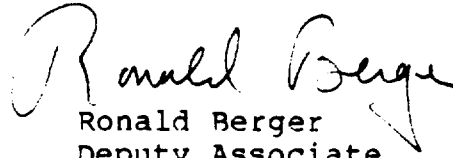
The other basis for Bionetics' protest is that Raytheon has commenced performance of the contract using personnel different from the personnel Raytheon said in its proposal it would use. Bionetics contends that Raytheon actually is using the same personnel Bionetics planned to use. (Bionetics says it had submitted with its proposals commitment letters signed by these personnel.) Thus, says Bionetics, it should have received the contract rather than Raytheon because the personnel that it proposed were the same as those Raytheon actually is providing and its proposed cost was substantially lower.

The determination of which among competing offerors will be selected for award must be based entirely on their proposals as submitted, Descomp, Inc., B-219447, Aug. 5, 1985, 85-2 CPD ¶ 129, judged solely against the criteria set forth in the solicitation. An awardee's subsequent performance of the contract does not affect the propriety of the selection. In addition, even though an offeror may be able to change its key personnel after award, the agency's evaluation of resumes of the key personnel named in the offeror's proposal is not objectionable provided the resumes were submitted in goodfaith with the consent of the respective individuals, Development Alternatives, Inc., B-217010, Feb. 12, 1985, 85-1 CPD ¶ 188, and the agency is reasonably assured that the personnel are committed to the offeror in the event the offeror receives the award. Management Services Inc., 55 Comp. Gen. 715 (1976), 76-1 CPD ¶ 74. Bionetics has not alleged that Raytheon

submitted resumes with its proposals in bad faith or without consent or that the agency had any basis for questioning the availability of Raytheon's proposed personnel. Thus, to the extent that Bionetics is challenging the selection of Raytheon's proposal for award, Bionetics has failed to state a valid basis for protest. 4 C.F.R. § 21.3(f).

Finally, whether Raytheon is required during the performance of the contract to use only those personnel whose resumes it submitted with its proposal, or whether the firm is permitted to substitute personnel, depends entirely on the terms of the contract. Bionetics does not indicate what the contract provides in this respect. Regardless of what the contract provides, however, the extent to which Raytheon is complying with its terms is a matter of contract administration. Such matters are for the contracting agency to resolve, not this Office. 4 C.F.R. § 21.3(f)(1); Advanced Electronic Applications, Inc., B-219997, Sept. 25, 1985, 85-2 CPD ¶ 339.

The protest is dismissed.

  
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