



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Schnorr-Stafford Construction, Inc.
File: B-227323
Date: August 12, 1987

DIGEST

The Air Force Academy's issuance of a solicitation for an indefinite quantity construction contract, under which a prime contractor will be responsible for minor projects that traditionally have been performed by small businesses, does not illegally remove these jobs from small business participation. The solicitation implements the Simplified Acquisition of Base Engineering Requirements concept, a procurement approach that reasonably relates to the Academy's minimum needs, which an agency is not required to compromise to ensure maximum small business participation. Moreover, the solicitation itself is set aside for small business; the protester does not establish that the projects will not continue to be performed by small businesses; and the remaining major part of the Academy's construction budget will continue to go to small business set-asides.

DECISION

Schnorr-Stafford Construction, Inc., protests the issuance of request for proposals (RFP) No. F05611-87-R-0003 which implements the Simplified Acquisition of Base Engineering Requirements (SABER) concept at the Air Force Academy. SABER is a fairly new procurement method that contemplates the award of a competitively negotiated firm, fixed-price, indefinite quantity contract which will be available to the installation as a tool to accomplish minor construction projects. Schnorr complains that the SABER solicitation effectively removes these projects from competition by small business concerns, which traditionally have received the contracts for them.

We deny the protest in part and we dismiss it in part.

The Air Force reports that it needs to reduce the cost and time involved in contracting for minor construction projects at the Academy, and has determined, based on experience, that the SABER contract will enable it to maintain its facilities more efficiently and more economically. The agency anticipates, for example, that it will be able to lower substantially the lead time for contracting for less complex work; the Academy currently has several indefinite

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quantity contracts which, the Air Force states, accomplish this objective, for asphalt, concrete, window/glass replacement and painting.

Generally, where it appears that a particular solicitation method may restrict competition by a particular group of contractors to some extent, the determinative consideration as to the propriety of the challenged contracting method is whether it reasonably relates to the government's minimum needs. See International Security Technology, Inc., B-215029, Jan. 2, 1985, 85-1 C.P.D. ¶ 6. The determination of these needs must be shown to be unreasonable before the procurement approach adopted to satisfy them can be legally challenged as unduly restrictive, since the determination of the government's minimum needs and the best method of accommodating them is primarily the responsibility of the contracting agency. Id.

We have no basis on which to find the solicitation improper. While it may be that implementation of the SABER concept will make it more difficult for some small businesses to compete effectively as prime contractors, this possibility does not, in itself, render the proposed contract illegal or improper. Schnorr-Stafford has given us no reason to question the Air Force's assessment of its needs, and it is our view that an agency is not legally required to compromise its minimum needs to ensure maximum small business participation. Mills Manufacturing Corp., B-224004, Dec. 18, 1986, 86-2 C.P.D. ¶ 679.

The Federal Acquisition Regulation (FAR) does require that agencies take steps to assure that small businesses will have an equitable opportunity to compete for contracts that they can perform, to the extent that they are consistent with the government's needs. FAR, 48 C.F.R. § 19.202-1 (1986). The Air Force has taken steps to assure small business participation here. The SABER contract itself is a small business set-aside, and Schnorr does not suggest that the subcontracts to be awarded will not continue to go to small businesses. We also note that the SABER contract represents only a small part of the Air Force Academy budget for maintenance repair and minor construction, and the Air

Force states that the majority of the Academy's needs in these respects will continue to be restricted to small businesses.

Accordingly, we have no legal basis on which to object to the Air Force's solicitation. The protest is denied.

for *Raymond E. Van*
Harry R. Van Cleve
General Counsel