



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Computer Sciences Corporation

File: B-232180

Date: September 26, 1988

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### DIGEST

1. Agency did not act unreasonably in requesting second round of best and final offers where request was based on need to amend solicitation in order to resolve conflict with existing contract that would have resulted in overlapping requirements contracts for the same services.
2. Protester's objection to premature disclosure of selection decision to awardee is denied where there is no evidence that protester was prejudiced.

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### DECISION

Computer Sciences Corporation (CSC) protests the award of contract No. COW-8-90140 to Computer Data Systems, Inc. (CDSI), under request for proposals (RFP) No. CO-8-88, issued by the Immigration and Naturalization Service (INS). We deny the protest.

The INS issued the RFP in February of 1988 to acquire data processing support services. CSC is the incumbent provider of such services to the INS under a contract which expires on September 30, 1988. CSC contends that the INS improperly requested a second round of best and final offers (BAFO), which provided an opportunity for compromise of the integrity of the procurement, and asserts that CDSI was the recipient of advance information concerning the status of the acquisition. In support of its latter contention, CSC alleges that CDSI held a victory party and announced to the press that CDSI was the awardee shortly in advance of the actual award of the contract on August 3. CDSI states that the party to which CSC refers was held to celebrate CDSI's 20th corporate anniversary.

The record shows that the INS current contract with CSC is a requirements contract, so that all orders for data processing support services are supposed to be placed with

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CSC until the contract ends on September 30. The RFP, as issued, provided for a requirements-type contract for the same services, with performance to begin on the date of award, which was going to be before September 30. The INS discovered the conflict, which would have resulted in overlapping requirements contracts, after the receipt of BAFOs. The INS resolved this conflict by amending the performance period in the RFP and requesting a second round of BAFOs. None of the offerors changed its offer as a result of the amendment.

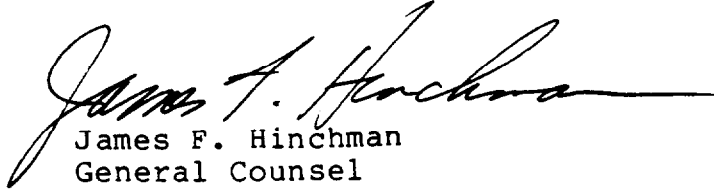
We find no merit in CSC's objections to the INS's request for a second BAFO. Agencies have the discretion to reopen negotiations by requesting a new round of BAFOs when it is clearly in the government's best interest to do so. Carolina Auto Processing, B-226841, July 2, 1987, 87-2 CPD ¶ 8. The INS needed to resolve the conflict between the existing contract and the RFP; we cannot say that the agency abused its discretion in electing to do so by amending the RFP and requesting a new round of BAFOs. Moreover, since none of the offerors changed its proposal in response to the request for a second BAFO, there appears to have been no competitive harm to CSC.

In response to CSC's concern that CDSI may have had advance information regarding the award of the contract, the INS states that it obtained CDSI's signature on the contract prior to formal award in order to comply with a departmental requirement for review and approval of a signed copy of the contract prior to award. The INS speculates that CDSI concluded from the request for signature that it was the apparent awardee, despite the INS's caution that the contract was still subject to review and approval. The INS states that even if this is interpreted as a disclosure of procurement information, there is no evidence that CSC was in any way prejudiced by it.

CSC thus appears correct that CDSI was aware, before the actual acceptance of its offer, that it had been selected subject to approval within INS. It is not clear why INS requires a selected firm to re-sign the offer before final approval. By separate letter to the INS Commissioner, we are recommending that INS advise the selected company of the agency's decision only after the contract is formally awarded; such a procedure avoids a competitor's speculation

of improprieties, like CSC's, as well as any objections from the selected firm should final approval not be forthcoming. Nevertheless, we see no reason to object here since, as INS points out, CSC clearly was not prejudiced in this instance.

The protest is denied.



James F. Hinchman  
General Counsel