

Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Teltara, Inc.

**File:** B-245806.2

**Date:** April 14, 1992

Joel R. Feidelman, Esq., and Anne E. Higdon, Esq., Fried, Frank, Harris, Shriver & Jacobson, for the protester, Henry J. Gorczycki, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

A bidder's failure to submit a statement of experience with its bid as required by the invitation for bids does not render the bid nonresponsive because this information only relates to bidder responsibility not bid responsiveness; the requested statement of experience is not a definitive responsibility criterion because it does not establish specific quantitative and qualitative standards by which a bidder's responsibility is measured.

### DECISION

Teltara, Inc. protests the award of a contract to White Glove Service Systems, Inc. issued under invitation for bids (IFB) No. DABT01-91-B-0086 by Department of the Army for custodial services for the Lyster Army Hospital, Fort Rucker, Alabama. Teltara argues that White Glove did not submit a responsive bid or, alternatively, that White Glove is not a responsible bidder.

We dismiss the protest.

According to Teltara, the IFB stated at section 1.1.3 of the contract specifications that bidders were required to "submit a statement of experience in performing hospital housekeeping services (along with the bid)," which "shall describe the Contractor's experience at each medical facility in which experience has been or is being obtained and shall give the title and name of the hospital administrator at each referenced hospital." Teltara asserts that White Glove did not include the required statement of experience in its bid, and argues that White Glove's bid was therefore nonresponsive.

A bid is responsive as submitted when it offers to perform without exception the exact thing called for in the IFB, and acceptance of the bid will bind the contractor to perform in accordance with all the IFB's material terms and conditions. Stay, Inc., B-237073, Dec. 22, 1989, 89-2 CPD ¶ 586. The requested statement of experience merely provides the agency with general information relevant to the bidder's ability to perform the contract, that is, its responsibility. Consequently, White Glove's failure to provide this statement with its bid does not except White Glove from its offer to perform the exact thing called for in the IFB and thus does not render its bid nonresponsive; rather, the IFB requirement for a statement of experience only relates to bidder responsibility. See Sage Assocs. Gen. Contractors, Inc., B-235497, Aug. 15, 1989, 89-2 CPD ¶ 141.

Teltara alternatively argues that since White Glove failed to submit a statement of experience with its bid, White Glove failed to satisfy a definitive responsibility criterion of the IFB. Teltara asserts that since White Glove has not had experience in providing housekeeping services in critical care areas, which are required by the IFB, the Army had no basis upon which to determine that White Glove satisfied this definitive responsibility criterion.

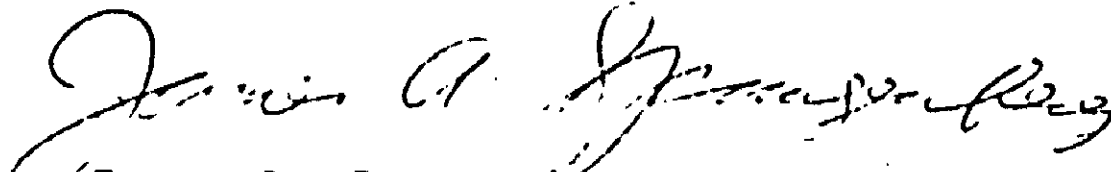
A definitive responsibility criterion is defined as a specific objective standard, i.e., qualitative and quantitative, that is established by a procuring agency in a solicitation to measure a bidder's ability to perform a contract. W. H. Smith Hardware Co., B-228576, Feb. 4, 1988, 88-1 CPD ¶ 110. Such criteria do not include a bidder's performance obligations under the contract, as set forth in the specifications. Id.

The general solicitation provision requiring the submission of a general statement of experience in hospital work is not a definitive responsibility criterion. Compare CVD Equip. Co., B-237637, Mar. 8, 1990, 90-1 CPD ¶ 259 and Patterson Pump Co., B-204694, Mar. 24, 1982, 82-1 CPD ¶ 279 (general statement of experience is not a definitive responsibility criterion) with Roth Bros. Inc., B-235539, Aug. 2, 1989, 89-2 CPD ¶ 100 (identification of three similar projects is definitive criterion). In this regard, the provision in question does not establish specific quantitative and qualitative standards by which a bidder's responsibility will be determined, but only requires submission of information regarding the offeror's hospital work experience. In this regard, the contracting officer could make an affirmative determination of responsibility without this information being submitted. See CVD Equip. Co., supra. Moreover, the IFB's performance criteria for housekeeping services in critical care areas also do not

constitute definitive responsibility requirements, but rather are contract specifications.

An agency's affirmative determination of a contractor's responsibility will not be reviewed by our Office, absent a showing of possible fraud or bad faith on the part of procurement officials, or that definitive responsibility criteria in the solicitation may have been misapplied. 4 C.F.R. § 21.3(m)(5) (1991); King-Fisher Co., B-236687.2, Feb. 12, 1990, 90-1 CPD ¶ 177. Since there are no definitive responsibility criteria in this IFB and since Teltara has failed to allege bad faith or fraud, there is no basis upon which we may review the Army's responsibility determination.<sup>1</sup>

The protest is dismissed.



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Assistant General Counsel

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<sup>1</sup>Teltara also alleges that the agency's responsibility determination was flawed because personnel, who conducted the agency's pre-award responsibility evaluations, lacked sufficient experience or technical knowledge to evaluate and did not use all available government-prepared data in the evaluations. However, this is not an allegation of bad faith, fraud, or misapplication of definitive responsibility criteria, and does not, in itself, provide a basis for review. See Brussels Steel Am., B-225556 et al., Apr. 16, 1987, 87-1 CPD ¶ 415.