



Comptroller General
of the United States
Washington, D.C. 20548

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Decision

Matter of: Total Procurement Services, Inc.--
Reconsideration

File: B-255934.2

Date: April 18, 1994

DECISION

Total Procurement Services, Inc. (TPS) requests reconsideration of our decision in Total Procurement Servs., Inc., B-255934, Feb. 8, 1994, in which we dismissed its protest against the terms of a license agreement for electronic data interchange (EDI) value added network (VAN) services under draft license agreement No. DCA200-94-H-0015, issued by the Defense Commercial Communications Office (DECCO), Defense Information Systems Agency.

We affirm our prior dismissal.

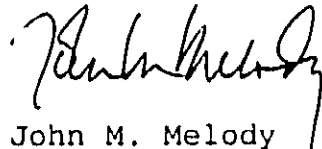
As discussed in the original decision, by 1995, the Department of Defense expects its contracting activities to electronically conduct 75 percent of all business transactions. The above-referenced, no-cost license agreement provides the framework for the computer-to-computer exchange of business information between the government and potential contractors through the use of EDI VAN providers. The license agreement describes the types of electronic transactions to be used once the agreements are executed between the EDI VAN providers and the government. Relevant to the protest, "one-to-one" transactions, e.g., issuance of delivery orders against existing contracts and requests for competitive quotations, will be issued by the contracting activity to EDI VAN providers representing particular, designated contractors.

On reconsideration, TPS argues that in dismissing its protest, our Office did not address two issues that it raised in its original protest--that one-to-one (sole-source) requests for quotations (RFQ) contemplated by the license agreement will violate the small purchase provisions in the Federal Acquisition Regulation (FAR), and that DECCO did not comply with FAR §§ 15.407(d)(2) and 52.215-14, which concern providing explanations to prospective offerors. Our decision addressed both of these issues.

Regarding TPS' argument concerning one-to-one RFQs, we stated that since no small purchase procurements, such as one-to-one RFQs, had been issued, and since TPS even acknowledged the fact in its comments to the agency's administrative report when it stated that it did "not . . . protest against a procurement," any allegation concerning how the government would or would not conduct small purchase procurements was premature and speculative.

We also addressed TPS' argument that the agency failed to comply with FAR §§ 15.407(d)(2) and 52.215-14 in not responding to TPS' questions concerning the license agreement until the presolicitation conference. We stated that by its terms, FAR § 52.215-14 applies to a request for proposals (RFP) in a negotiated procurement and that the license agreement is not covered by this provision. (FAR § 15.407(d)(2) directs the contracting officer to include this provision in an RFP.) In any event, we noted that the record showed that DECCO did respond to TPS' questions at the same time it responded to questions asked by other firms.

In light of our discussion above, our prior dismissal is affirmed.



John M. Melody
Acting Associate General Counsel