



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Symvionics, Inc.

File: B-281199.2

Date: March 4, 1999

Charlotte Rothenberg Rosen, Esq., and Monica C. Parchment, Esq., Tucker, Flyer & Lewis, for the protester.

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Paul E. Jordan, Esq., and Paul Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of agency determination based on cost comparison under which agency failed to seal its management plan/most efficient organization (MP/MEO), contrary to Office of Management and Budget Circular No. A-76 guidelines, is denied where the agency had the approved MP/MEO secured until the cost comparison was conducted and the failure to seal it did not materially affect the cost comparison.
2. Under A-76 cost comparison, agency properly corrected proposed agency use of impermissible volunteer effort by adding sufficient personnel and labor hours to replace the volunteer effort.
3. Protest that A-76 cost comparison was defective because agency failed to specifically allocate replacement hours or to describe in detail how replacement personnel would handle tasks previously proposed for volunteers is denied where the number of personnel and labor hours, in context, are more than sufficient to cover volunteer effort and to meet all performance work statement responsibilities.

DECISION

Symvionics, Inc., protests the determination by the Department of the Air Force, pursuant to Office of Management and Budget (OMB) Circular No. A-76, that it would be more economical to operate housing management functions at Patrick Air Force Base (PAFB), Florida using in-house, Air Force civilian personnel, rather than to contract for these services. Symvionics alleges that the Air Force violated various provisions of OMB Circular No. A-76 in conducting the comparison under request for proposals (RFP) No. F08650-98-R-0009 that provided the basis for the

agency's determination. Symvionics contends that, absent the alleged violations, the competition would have resulted in a determination that the protester's proposal was more economical.

We deny the protest.

BACKGROUND

The RFP was issued on March 25, 1998 for the purpose of conducting a cost comparison between Symvionics and the Air Force for providing military family housing management services at PAFB. Prior to issuing the RFP, the Air Force had selected Symvionics to participate in the competition based on a request from the Small Business Administration that the acquisition be reserved for Symvionics under the 8(a) set-aside program. The period of performance included a phase-in period and a base period, with three 1-year options. The RFP provided for the use of negotiation procedures and indicated that award would be made to the most economical offeror based on the outcome of the cost comparison. RFP § M-1. Symvionics's technical and cost proposals were due by May 5, 1998. In accordance with OMB Circular No. A-76, the Air Force's management plan/most efficient organization (MP/MEO) and its estimated cost were to be placed under seal prior to the date established for receipt of Symvionics's proposal.

The RFP's performance work statement (PWS) set forth the scope of work and defined the housing management tasks and functions. RFP § C. With the exception of certain responsibilities, such as supervision of unaccompanied housing managers and a maintenance contract (Hearing Transcript (Tr.) at 9), the PWS identified the same tasks and responsibilities as those accomplished by the Housing Flight Office at PAFB.¹ These included management of the off-base housing program (task 5.9), commander's interest program (task 5.12), and furnishings management (task 5.13). The contractor was responsible for determining the appropriate number and skill level of its proposed personnel based upon the specific tasks identified in the PWS.

The Air Force's MP/MEO for this acquisition, which was based on the scope of work identified in the PWS, was originally developed by a government contractor. The purpose of the MP/MEO was to determine and document the specific management and functional process improvements upon which the optimum structure and labor requirements were based. At the time of the A-76 study and competition, the PAFB housing flight manager (hereinafter Ms. A) was primarily responsible for further developing the MP/MEO. Declaration of Ms. A, Dec. 4, 1998 (Ms. A Decl.), ¶ 1. Ms. A had the title of housing flight chief (HFC) and the grade of GS-12. In the first draft of the MP/MEO, completed in mid-February 1998, the

¹On December 17 and 18, 1998 our Office conducted a hearing in this matter with witnesses appearing in person and by telephone.

housing manager, identified as the person responsible for overall management of the housing office, was listed at the grade of GS-9/10. According to Ms. A, under the PWS the housing manager had fewer responsibilities than she had as a GS-12, and she envisioned the position as starting at a GS-9 with promotion potential to GS-10. Tr. at 13-14, 30. While Ms. A worked on the MP/MEO, she was in contact with a management analyst (hereinafter Mr. B) who was the principal point of contact for the 45th Space Wing Manpower Office at PAFB. Declaration of Mr. B, Nov. 6, 1998 (Mr. B Decl. 1), ¶ 1. Mr. B was responsible for assigning appropriate costs for all aspects of the MP/MEO including personnel costs. *Id.*; Tr. at 127, 129. Because the Air Force's cost comparison software (COMPARE) would only accept a specific grade, Ms. A and Mr. B assigned a grade of GS-10 to the housing manager position. Mr. B Decl. 1 ¶ 2; Tr. at 21, 30-31, 131.

The February draft MP/MEO also had the housing manager report directly to the Commander, 45th Civil Engineering Squadron (CES). Tr. at 21. Later, based on the experience of other Air Force bases, Ms. A added a supervisory position above the housing manager, known as "housing flight chief" [hereinafter "new HFC"]. This new HFC was to serve as a single point of contact for all of the housing functions formerly supervised by Ms. A, including those within the A-76 study, and the housing manager would report to the new HFC instead of reporting directly to the CES Commander. Ms. A Decl. ¶ 2; Tr. at 22. Because the new HFC was considered to be outside the MP/MEO, no direct cost was assigned for this position. Tr. at 133-34; Declaration of Mr. B, Dec. 4, 1998 (Mr. B Decl. 2), ¶ 8.

On or about April 10, Ms. A sent a draft MP/MEO which identified the housing manager as a GS-9 with responsibility to report to the new HFC. This draft also provided for volunteers to perform some PWS tasks. Subsequently, the Air Force decided to eliminate the new HFC position and determined that the housing manager must be a GS-10. Tr. at 29-30, 50; Ms. A Decl. ¶ 4. On or about May 4, Ms. A prepared changes to the MP/MEO to reflect the grade change and to delete all references to the HFC. Tr. at 33-35; Ms. A Decl. ¶ 4. She then delivered the changes to Mr. B, who on May 5 made the necessary changes to the COMPARE program and inserted the change pages into two of his copies of the April 10 MP/MEO. Mr. B Decl. 1 ¶ 3; Tr. at 159, 161, 163.²

On May 5, the independent review officer (IRO) (hereinafter Mr. C) reviewed and certified this final plan as well as the cost comparison. Declaration of Mr. C, Nov. 13, 1998 (Mr. C Decl.), ¶ 2; Mr. B Decl. 1 ¶ 3; Mr. B Decl. 2 ¶ 1; Tr. at 166, 240. The cost comparison was sealed and delivered to the contracting officer prior to receipt of Symvionics's proposal. Declaration of contracting officer, Dec. 4, 1998,

²In the haste to make the final changes, some were not made. For example, the housing manager was listed as a GS-9/10 and the date of the MP/MEO remained April 10 instead of being changed to May 4. Tr. at 38, 53; Mr. B Decl. 2 ¶ 4.

¶ 2. The MP/MEO was not included in this package, but the contracting officer was not aware that it was missing at that time. After May 5, the Air Force reviewed the Symvionics proposal, requested clarifications, and obtained a revised cost proposal from Symvionics.

On May 27, the Air Force proposal envelope was opened for comparison with Symvionics's proposal. At that time, the contracting officer discovered that the Air Force MP/MEO was not included therein. No changes had been made to the MP/MEO from May 5 through 27. Tr. at 170. She decided to continue with the comparison and Symvionics's cost information was entered into the COMPARE program. This comparison showed that it was more economical to contract with Symvionics.

When this comparison was reviewed, the Air Force discovered that it had improperly added to its own estimated cost the 10 percent cost differential which, under the A-76 procedures, should have been added to Symvionics's cost. Using an unrevised copy of the April 10 MP/MEO, the Air Force also "discovered" that the housing manager's personnel cost had been based on a GS-10 instead of a GS-9 as called for in that draft version of the plan. When the cost comparison was redone to correct these mistakes, it showed that it was more economical for the Air Force to perform. By letter of June 1, the Air Force notified Symvionics of the revised cost comparison and advised it that the comparison would undergo a 15-day review. On June 3, the Air Force mistakenly furnished Symvionics with a copy of the April 10 MP/MEO on which it had based the cost revision. This MP/MEO reflected a GS-9 housing manager position and included the new HFC position. Later in June, the Air Force discovered its mistake regarding the proper grade of the housing manager and ran the cost comparison again, this time with personnel costs which included a GS-10. After the restoration of the correct grade, the cost comparison continued to show that it was more economical for the Air Force to perform in-house.

On June 18, Symvionics appealed the cost comparison process to the Air Force. Among other issues, Symvionics challenged the housing manager's grade, the failure to include costs for the new HFC, and the proposal to use volunteers for some PWS tasks. In its response to this appeal, the Air Force agreed that the proposal of volunteers was improper, but rejected the other appeal grounds. When the agency added what it considered to be the appropriate cost of one and one-half GS-5 step 5 housing specialists to cover the volunteers' time, the addition did not raise the Air Force's estimated cost above Symvionics's cost. The Air Force denied the appeal.

Symvionics filed a second agency-level appeal, noting that the Air Force had failed to comply with Air Force Pamphlet 26-12 which requires the appointment of an administrative appeal review team. The Air Force agreed that it erred and appointed an administrative appeal procedure authority (AAP). After reviewing the matters raised by Symvionics, on September 18, the AAP denied Symvionics's appeal. In his denial, the AAP determined that Symvionics was correct with regard

to the issue of volunteers and recommended that a full time, GS-7 step 5 be added to replace the volunteer hours. The AAP also recommended that the MP/MEO be revised to account for personnel cost changes and that a new comparison be made. The new comparison again showed a cost advantage to the Air Force plan. After receiving the denial, Symvionics filed this protest.

STANDARD OF REVIEW

OMB Circular No. A-76 describes the executive branch's policy on the operation of commercial activities that are incidental to performance of government functions. It outlines procedures for determining whether commercial activities should be operated under contract by private enterprise or in-house using government facilities and personnel. Our Office will review A-76 decisions resulting from an agency's issuance of a competitive solicitation for the purpose of comparing the cost of private and governmental operation of the commercial activity to determine whether the comparison was faulty or misleading. Madison Servs., Inc., B-277614, Nov. 3, 1997, 97-2 CPD ¶ 136 at 4; Crown Healthcare Laundry Servs., Inc., B-270827, B-270827.2, Apr. 30, 1996, 96-1 CPD ¶ 207 at 3.

In reviewing an A-76 cost comparison, our decision turns on whether the agency complied with the applicable procedures in selecting in-house performance over contracting. Tecom, Inc., B-253740.3, July 7, 1994, 94-2 CPD ¶ 11 at 3. Further, in order for our Office to sustain the protest, the record must evidence not only that the agency failed to follow established procedures, but also that this failure could have materially affected the outcome of the cost comparison. Id.; Alltech, Inc., B-237980, Mar. 27, 1990, 90-1 CPD ¶ 335 at 4.

In its protest to our Office, Symvionics challenges the Air Force's failure to seal the MP/MEO in accordance with A-76 guidelines; its failure to identify any costs for the HFC position; its failure to propose a GS-12 step 4 as its housing manager; and the propriety of the Air Force's substitution, on appeal, of a single government employee for volunteers. Our review indicates that while the Air Force made various procedural errors, none of them materially affected the outcome of the cost comparison.³

SEALING OF THE MP/MEO

The MP/MEO and in-house estimated cost are to be delivered as "sealed documents to the contracting officer prior to the due date for the receipt of bids or technical proposals." OMB Circular No. A-76, Revised Supplemental Handbook ch. 3, ¶ F.2

³Symvionics has raised a number of arguments in support of its protest and the agency has responded to them. We have reviewed them all and find that none has merit. This decision will address only the more substantial issues.

(March 1996). The period for submitting contract offers is to be extended until the MEO and in-house estimates are sealed and no private sector offer is to be opened or reviewed prior to the sealing of the government's in-house estimate. Id. Symvionics complains that the agency did not seal the in-house estimate until, not prior to, the due date of May 5 and that it never sealed the MP/MEO.

While the failure to seal these documents prior to the due date was improper, under the circumstances here, it is clear that Symvionics was not prejudiced as a result. The record establishes that the in-house estimate was approved and sealed prior to the time when the agency received Symvionics's proposal. Tr. at 166, 240; Mr. B Decl. 1 ¶ 3; Mr. B Decl. 2 ¶ 1; Mr. C Decl. ¶ 2. Further, while the MP/MEO was not sealed, it was approved on May 5, prior to receipt of the Symvionics proposal. Mr. C Decl. ¶ 2; Mr. B Decl. 1 ¶¶ 3, 4. In this regard, the chief, manpower office certified that the "in-house organization reflected in the cost comparison is the most efficient and cost effective organization that is fully capable of performing the scope of work and tasks required by the [PWS]." Cost Comparison of In-House vs. Contract Performance, Signatures Page ¶ 21. Likewise, the IRO certified that he had "reviewed the [PWS], Management Plan, In-house cost estimates and supporting documentation available prior to bid opening and . . . determined that: (1) the ability of the in-house MEO to perform the work contained in the [PWS] at the estimated costs . . . is reasonably established and, (2) that all costs entered on the cost comparison have been prepared in accordance with the requirements of Circular A-76 and its Supplement." Id. ¶ 23.

Copies of this MP/MEO were kept in locked drawers by the IRO and Mr. B, the cost analyst, on and after May 5 and were not removed until after the cost comparison was made on May 27. There is no evidence that the estimated cost or MP/MEO were changed in any substantive way from May 5 through May 27. The only substantive changes were made during the review process and pursuant to the recommendations of the AAP and did not incorporate any information from the protester's proposal.⁴ Thus, it is clear from the record Symvionics was not prejudiced by the agency's failure to follow this procedural requirement.

⁴The only apparent change made on or after May 5 concerns a typographical error which was corrected in the IRO's copy of the MP/MEO, but was not corrected in Mr. B's copy. Mr. B's copy was corrected in conjunction with the appeal. It is not clear when the change was made to the IRO's copy. Since the change concerns only a single reference to the position title in the housing manager's position description, the change, whenever it was made, had no substantive effect on the competition or cost comparison.

CONTENTS OF THE MP/MEO

Based on its receipt of an MP/MEO which showed a GS-9 housing manager and a reporting chain including the new HFC position, Symvionics questions the contents of the MP/MEO and the absence of any direct costs attributable to the HFC position.⁵ From our review of the record, including the various iterations of the MP/MEO, and testimony at the hearing, it is plain that the intended MP/MEO proposed a GS-10 for housing manager and eliminated the position of the new HFC. In this regard, according to Ms. A, the personnel office determined that the housing manager could not be proposed at any level below GS-10. Tr. at 29-30; Ms. A Decl. ¶ 4. Likewise, command, manpower, contracting, and personnel officials agreed that a separate HFC position would not be created. Tr. at 50; Ms. A Decl. ¶ 4. In their view, the new HFC simply represented "an extra body" for the convenience of the commander; all PWS responsibilities were already covered in the MEO. See Tr. at 29-30. Accordingly, by May 4, Ms. A had removed the references to the new HFC position and had changed the housing manager's grade to GS-10 step 5. Tr. 34-37; Ms. A Decl. ¶ 4. She delivered these changes to Mr. B, who incorporated them into two of his copies of the MP/MEO. Tr. at 159-61.⁶ Mr. B also ensured that the estimated in-house cost reflected a GS-10 and associated costs for the housing manager position. Tr. at 162-63; Mr. B Decl. 1 ¶ 3.

It was these changed copies reflecting a GS-10 that Mr. B delivered to the IRO and the chief of the manpower office for review and which they approved. Tr. at 240; Mr. B Decl. 1 ¶ 3. While the IRO had no independent recollection that the HFC was removed at that time (Tr. at 241), there is no evidence that the position was included in the MP/MEO he reviewed. In this regard, the IRO submitted a copy of

⁵In a related argument, Symvionics contends that there is nothing in the record to indicate that anyone ever reviewed the impact on the estimated cost of the removal of the HFC and reallocation of his responsibilities. The absence of any record on this matter is understandable since the record otherwise establishes that there could be no cost impact attributable to the elimination of the new HFC position.

⁶We note that it was the failure to enclose one of these approved MP/MEO's in the sealed package with the estimated cost and/or to update all copies of the MP/MEO that led to the protester's receipt of a draft MP/MEO and to the confusion that followed. Obviously, the appropriate course is for agency personnel to ensure that all pertinent documents are approved and sealed prior to the receipt of the contractor's proposal. Should the agency fall behind schedule or find last minute changes to be necessary, OMB guidelines specifically provide for extending the contractor's delivery deadline until the MEO and estimated cost are sealed. OMB Circular No. A-76, Revised Supplemental Handbook ch. 3, ¶ F.2. It would also be efficacious for agency personnel to ensure that preliminary versions are marked as "drafts" and are dated so that changes can be traced through time.

the MP/MEO which he reviewed and it contains a GS-10 housing manager and no references to the new HFC position. Because there is no HFC position in the approved MP/MEO, there is no need to provide any direct cost associated with the position. Symvionics's allegations to the contrary are simply speculation which provides no basis to sustain its protest.

In any event, even if the MP/MEO which was reviewed and approved had contained a GS-9 housing manager and the new HFC position, or were some combination of the two MP/MEOs, Symvionics would not be prejudiced. If the housing manager were a GS-9, the agency's costs would be lower than Symvionics's by a greater margin than those represented by the actual use of a GS-10. With regard to the new HFC, the record establishes that the position would not have represented any direct cost for purposes of comparison. First, the proposed position would be present regardless of whether the agency or the contractor was awarded the contract. Tr. at 24. Where, as here, a position exists regardless of whether the work is contracted out, the position may properly be considered a "wash cost" and our Office will not review an allegation that the position was improperly excluded from the comparison. Transcontinental Enters., Inc., B-230216.2, Nov. 22, 1988, 88-2 CPD ¶ 501 at 5.

Second, the primary reason for eliminating the new HFC position was the absence of any responsibilities at that level which were not covered within the MP/MEO. Tr. at 25, 29. The HFC was essentially an additional reporting layer between the housing manager and the CES Commander. The presence of the new HFC did not change the responsibility of the housing manager under the MP/MEO. Tr. at 25. Thus, the elimination of the new HFC position simply meant that the housing manager would report directly to the CES Commander, instead of the new HFC. There is nothing in the record to indicate that this simple change in the reporting chain represented any increase in responsibilities or costs. The only reallocation of HFC responsibilities concerned those which were associated with non-PWS responsibilities, *e.g.*, supervision of the dorm managers, which were not part of the A-76 study and were to be passed on to existing supervisory commands. Tr. at 208-10. Under these circumstances, there is no basis to attribute a direct labor cost for the position. Since no direct cost would be associated with the new HFC position, its presence in the MP/MEO could not have any effect on the cost comparison.⁷ Further, to the extent the GS-10 MP/MEO represents "changes" made after receipt of the Symvionics proposal, the protester was not prejudiced because

⁷According to Mr. B, under A-76 guidelines, the cost of higher command supervision was included in a flat 12-percent overhead cost based on the number of personnel assigned. Tr. at 134, 138; Mr. B Decl. 2 ¶ 8. Since no personnel costs associated with the HFC were included or required, the overhead cost remained the same regardless of the inclusion of the new HFC position. Tr. at 134, 138.

the elimination of the HFC position had no cost impact and the change to a GS-10 increased the agency's costs, which benefitted Symvionics under the comparison.

HOUSING MANAGER GRADE

The only position specifically identified in the PWS was that of the contract manager who was responsible for overall management of the housing office. This proposed manager was required to have 5 years management and 3 years housing management experience. The RFP incorporated by reference Federal Acquisition Regulation (FAR) § 52.222-42, "Statement of Equivalent Rates for Federal Hires." In accordance with the Service Contract Act of 1965, as amended, and Department of Labor Regulations (29 C.F.R. Part 4) the clause identified "the classes of service employees expected to be employed under the contract and state[d] the wages and fringe benefits payable to each if they were employed by the contracting agency." RFP at 13. The clause identified the housing manager as a "GS-1173-12 (Step 4)."

Based on this clause, Symvionics argues that it was misled by the RFP to propose a housing manager at a grade level commensurate with a GS-12 step 4. Since the Air Force proposed a GS-10 step 5 housing manager, the protester maintains that either the agency's cost should be increased to that of a GS-12 or the protester should be allowed to revise its proposal to include a housing manager at a lower grade. We disagree.

First, the clause in question also provided, "THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION." RFP at 13; FAR § 52.222-42. As such, it was not reasonable for Symvionics to rely on the reference to a GS-12 as a specified grade. The PWS provided information on the responsibilities of the housing manager and workload estimates. From this, Symvionics was to propose a housing manager at the grade and experience level necessary to meet those requirements, and was not required to match the grade referenced in the RFP. Likewise, the reference did not serve to bind the agency to a particular grade level.

Moreover, it is clear from the record that Symvionics did not rely on this provision to its detriment. In this regard, the protester states that it proposed a housing manager at the approximate grade of a GS-11 step 6, not a GS-12 step 4. Further, while Symvionics states that its housing manager is paid at a GS-11 step 6 grade, based on proposed wages, the Air Force housing manager receives a larger base salary than Symvionics's manager. Even when the direct, benefit, and overhead costs for both positions are considered, the Air Force has proposed to spend more on this position than has Symvionics. Under these circumstances, there is no basis for concluding that the agency improperly failed to adjust its housing manager costs to reflect a higher grade level.

REPLACEMENT OF VOLUNTEERS

In its original MP/MEO, the agency proposed to use volunteers to augment its staffing on 2 of the 13 PWS tasks. With regard to task 5.9, "Manage Off-Base Housing Program," the Air Force had proposed to use real estate professionals in the housing office to answer questions and assist service members and their families in locating suitable off-base rentals or homes for sale. MP/MEO at 27. There was no estimate of the number of hours to be saved by using these volunteers, but the MP/MEO referred to the savings as "significant." With regard to task 5.12, "Commander's Interest Program," the Air Force proposed to use volunteers from the local retiree community to assist with "unprogrammed miscellaneous tasks." *Id.* at 28. This effort was estimated at 225 hours of the 584 hours to be devoted to these responsibilities.⁸ The responsibilities of these volunteers had in the past included greeting visitors, answering the telephone and directing callers to appropriate employees, and some basic filing work. *Tr.* at 64. In the agency's experience, the volunteers generally took longer to perform tasks. *Id.* Use of these volunteers was largely a method of boosting morale for the retiree population. Ms. A Decl. ¶ 7.

In response to Symvionics's appeal, the AAP recommended the addition of a single GS-7 step 5 as a replacement for the effort originally proposed for the volunteers. While the agency added the additional employee, its amended MP/MEO removed references to the use of volunteers without describing in detail how the additional hours would be allocated to the government's effort.

Symvionics first argues that it was improper for the agency to make the correction that it did. In the protester's view, the agency's original approach was technically unacceptable and it was improper to allow the government to change that approach from using multiple volunteers for multiple tasks to using a single employee to cover the volunteer hours. Symvionics argues that it should be provided an opportunity to submit a revised final offer. We disagree.

It is permissible under an A-76 cost comparison for an agency to adjust its in-house offer (here, the MP/MEO) to correct the possibility that the government offer was not based on the scope of work specified in the solicitation. OMB Circular No. A-76, Revised Supplemental Handbook ch. 3, ¶ K.5. Unlike proposals, the correction of which is governed by the FAR, government offers for cost comparison purposes are governed by OMB Circular A-76. As we recognized in Winston Corp.-- Recon., B-229735.3, Oct. 4, 1988, 88-2 CPD ¶ 311 at 3, the Circular empowers agencies to review and, where necessary, to correct the government's offer. While

⁸The other task 5.12 responsibilities included the distinguished visitors program, lawn inspections/awards, town meetings, homebuyers seminar, quality inspections and relocation assistance.

any changes to the government offer should be reasonably based on the scope of work, the standard which the FAR requires offerors to meet in order to be entitled to revise their proposals is not relevant to the question of whether an estimate of in-house costs is reasonably based. Here, the agency recognized that its proposal of volunteer hours was improper and took appropriate corrective action to replace the hours with a full-time employee which necessarily increased the agency's estimated cost to reflect the additional effort. The fact that the additional cost is attributable to added personnel does not make the adjustment improper.

Symvionics next argues that the adjustment is improper because the amended MP/MEO was not properly revised to show how the additional employee's hours would be allocated to the tasks. In this regard, under the "Organizational Structure and Staffing Design," the amended MP/MEO simply deleted the entire text section on off-base housing and deleted all references to volunteers under the "Other Miscellaneous Tasks, Meetings, and Requirements."⁹ While it is true that the Air Force has not revised its amended MP/MEO to show the allocation of hours to specific tasks, the record otherwise demonstrates that all PWS tasks are covered in the amended effort.

In this regard, elsewhere in the Organizational Structure section, the amended MP/MEO lists the tasks to be performed by the agency's housing specialist team including direction and supervision of off-base housing referral and relocation services; counseling customers on equal opportunity policy and monitoring off-base compliance; processing landlord, tenant, agency, and utility complaints; investigating and preparing reports on discrimination complaints; conducting adequacy inspections of off-base units; providing housing referral; assisting in locating off-base housing; provision of a rental unit condition checklist; and maintaining current off-base housing literature and handouts. Amended MP/MEO at 48, 52. In addition, the PWS breakout identifies all PWS subtasks under task 5.9 and allocates more than 300 hours annually for them. While the hours saved by use of these volunteers was identified as "significant" in the original MP/MEO, (at 27), their primary advantage and responsibility was their unique access to the local real estate multiple listing service. Tr. at 60, 71. According to the amended MP/MEO and PWS breakdown of hours, other responsibilities under this task were to be handled by government employees in the housing office. The volunteers' performance of PWS responsibilities would be limited and sometimes duplicative of the government

⁹Symvionics also notes that the agency's amended MP/MEO contains inconsistent figures regarding the number of hours for certain tasks. In this regard, there is a table showing the number of hours for each of the 13 tasks which is not wholly consistent with the PWS breakdown of the effort. We have reviewed these listings and the inconsistencies appear to be the product of the agency's haste in revising the MP/MEO as part of the appeal process, rather than a failure to properly allocate additional hours.

employees since the housing office would continue to collect and make available to patrons information on local real estate opportunities. Tr. at 62-63. Further, the Air Force used multi-skilled personnel to share responsibilities rather than applying the additional GS-7 specifically to the 5.9 task. Ms. A Decl. ¶ 5. Accordingly, despite the lack of specific allocation, there is ample evidence that all task 5.9 responsibilities under the PWS, including the former volunteer hours, are covered under the amended MP/MEO.

Similarly, with regard to the task 5.12 responsibilities, the Organizational Structure section was revised to delete references to volunteers. The remaining text clearly outlines the agency's intent to perform all PWS tasks encompassed by the 584-hour estimate for these requirements (amended MP/MEO at 29) and the PWS breakout identifies the PWS subtasks with more than 2,000 hours annually allocated to their performance. The text also makes reference to the Air Force's approach of using cross-trained individuals sharing tasks as a team. See Tr. at 69. The hours thus "are embedded throughout the PWS Functions" identified elsewhere in the amended MP/MEO. Amended MP/MEO at 29.

Symvionics also challenges the agency's conclusion that a single employee can replace all the time attributable to the volunteers. In this regard, Symvionics notes that it proposed a single employee to handle off-base housing management. In the protester's view, the agency's added GS-7 will thus have to devote all of his or her time to off-base housing tasks, leaving the other volunteer work unaddressed. Further, in comparing total hours of effort, Symvionics also notes that it proposed the use of a vendor for furniture pick-up and delivery tasks, which the agency has not considered in its calculations. By our calculation, the vendor's level of effort is equivalent to a maximum of 480 hours per year.¹⁰ Based on our review of the record it is clear that the agency's additional employee hours are more than enough to replace the volunteer effort and that of Symvionics's vendor.

Symvionics proposed the use of eight personnel (1832 annual productive hours each), plus a part-time program director (64 hours per year), for an annual total of 14,720 hours. As revised on appeal, the Air Force's amended MP/MEO proposes 15,876 hours for nine full time personnel (1,764 annual productive hours each).

¹⁰In its protest, Symvionics calculates this level of effort based on an average of five pick-ups of furniture per week, lasting about 2 hours each, and each requiring a minimum of two personnel (2 hours x 2 people x 5 pick-ups = 20 hours per week x 52 weeks = 1040 hours). Protester's Post Hearing Comments at 55. In fact, contrary to this argument, Symvionics proposed its vendor services as an annual figure of \$13,200, including the cost of vehicles, as follows: 2 hours per move, with 10 moves per month (2 hours x 10 pick-ups/month x 12 months = 240). Symvionics Cost Proposal at 14. Even if Symvionics proposed to use two vendor employees for each move, the total would be a maximum of 480 hours per year.

Assuming an Air Force level of effort equal to that of Symvionics, the addition of the extra GS-7 employee represents 1,156 more hours of effort than that proposed by the protester. This is more than enough to exceed the 480 hours of pick-up vendor time and 225 volunteer hours for unprogrammed miscellaneous responsibilities under task 5.12.¹¹ Symvionics's belief that the new GS-7's effort will or should be strictly devoted to task 5.9 responsibilities does not mean that the Air Force must follow that approach. The Air Force plan included the use of multi-skilled and cross-trained individuals to share the various responsibilities under the MP/MEO. In this regard, the Air Force proposed a team approach of seven personnel, led by the housing manager, to accomplish the family housing tasks, including off-base housing, assignment and termination of family housing, housing management taskings, financial management, facility maintenance, and the commander's interest program. The personnel's "versatility permit[ted] them to cross functional lines" in providing required services. MP/MEO at 69-70.

Moreover, even to the extent the new GS-7 worked solely on task 5.9 responsibilities, those employees who were originally proposed to perform those tasks would be available to devote their task 5.9 hours to the volunteer effort. Because the Air Force has exceeded the number of personnel and hours of effort proposed by Symvionics, at a lower comparative cost, it is clear that the protester was not prejudiced by the agency's failure to specifically allocate the added hours in its amended MP/MEO.¹²

The protest is denied.

Comptroller General
of the United States

¹¹We have not subtracted any hours for the real estate volunteers. Instead, we have assumed that, by first equalling the Symvionics annual labor effort which necessarily includes all PWS Off-Base Housing Management tasks, there is no need to consider a separate figure for the limited work proposed for those volunteers.

¹²Symvionics also claims various technical approaches to reduce staff hours which it argues the agency did not take into account. Such labor saving approaches are difficult to quantify and the protester has not provided any estimate of effort saved. Further, the Air Force also has proposed staff-hour saving approaches including its proposal to share most tasks among a group of cross-trained, experienced housing specialists. See Tr. at 62. Accordingly, we have no basis for changing our conclusion that the Air Force MP/MEO, as amended, more than covers all PWS responsibilities.