



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Worldwide Language Resources, Inc.

File: B-281541

Date: January 26, 1999

Lawrence P. Costa, Esq., for the protester.

Maj. David Newsome, Jr., Department of the Army, for the agency.

Linda S. Lebowitz, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

In a solicitation for foreign language education training services for special forces and military intelligence personnel, requirement that contractor be accredited is unobjectionable where the requirement is reasonably related to facilitating the agency's achievement of its language training and readiness objectives and where the requirement is in accord with the agency's regulation.

DECISION

Worldwide Language Resources, Inc. protests the inclusion of an academic accreditation clause in request for proposals (RFP) No. DAKF06-98-R-0020, issued by the Department of the Army for foreign language education services at Fort Carson, Colorado and other out-of-state and foreign locations. The protester contends that inclusion of this clause is unduly restrictive and overstates the agency's needs.

We deny the protest.

The RFP requires the contractor to provide foreign language training to, among others, special forces and military intelligence personnel. The RFP further requires the contractor to provide administrative support, materials preparation/adaptation (computer assisted instruction, translation services, and pre-service training for foreign language instructors), and instructional services as outlined in the RFP's performance work statement. RFP § C.1.1.2.1. The RFP included the following accreditation clause:

The Contractor must be accredited by either a regional or national accrediting association recognized by the American Council on Education. The accreditation is neither divisible or transferable.

RFP § C.1.5.

The agency explains in its administrative report that the inclusion of the accreditation clause in the RFP was based on the United States Army Special Operations Command (USASOC) Regulation No. 350-22, USASOC Command Language Program, paragraph 4-2(d) (Apr. 9, 1993), which provides as follows:

The contractor shall be accredited. Accreditation is neither divisible nor transferable. A non-accredited institution or organization does not gain accredited status solely because of an affiliation or arrangement with an accredited institution.¹

The protester basically argues that the accreditation clause is unduly restrictive and overstates the agency's needs because language instructional services are currently being provided to the government by firms which are not accredited. The protester contends that simply following a regulation does not reasonably explain the agency's need for the accreditation requirement as contained in the RFP.

Procuring agencies, not our Office, are in the best position to determine their needs and how best to accommodate them, and we therefore will not object to agency determinations in these respects unless they are shown to be unreasonable. Lionhart Group, Ltd., B-257715, Oct. 31, 1994, 94-2 CPD ¶ 170 at 3. An accreditation requirement is not unduly restrictive where it bears a reasonable relationship to the services to be performed. Id.; School for Educ. Enrichment, B-199003, Oct. 16, 1980, 80-2 CPD ¶ 286 at 4. An agency may reasonably determine that accreditation, including the review process accreditation requires, contributes to an effective program of instruction by promoting and maintaining program quality. School for Educ. Enrichment, supra, at 4-5.

Here, paragraph 1-6 of USASOC Regulation 350-22 explains that the USASOC Command Language Program is:

designed to initiate, maintain and/or increase the language proficiency of those personnel who are required to perform the world-wide multi-discipline missions of USASOC. It is imperative that USASOC soldiers be prepared to function during peacetime and wartime missions. Thus, identification of the assets which are most critical to the accomplishment of the USASOC mission in peace and war is the first step in establishing an effective Command Language Program. Soldiers must be able to function independently, competently, and professionally.

¹The agency also followed the guidance provided in two draft directives. See United States Special Operations Command Directive Nos. 350-10 and 350-22.

Paragraph 1-7 of USASOC Regulation 350-22 continues by listing the following five training principles:

- a. Foreign language training to satisfy readiness requirements is the responsibility of commanders.
- b. Regular testing and monitoring of proficiency is essential to an effective language training program.
- c. Individual soldier participation in foreign language training on a regular basis is crucial to the achievement of readiness objectives.
- d. Access to a qualified instructor must be part of every language program.
- e. Language training requirements:
 - (1) Follow proven language training methodology.
 - (2) Know what to train.
 - (3) Conduct training.
 - (4) Obtain instructor feedback on student performance.
 - (5) Evaluate training results.

The agency's inclusion of the accreditation clause in the RFP was required by the referenced USASOC regulation and was in accord with Army policy. Moreover, as reflected by the regulation itself, the requirement for an accredited language training contractor is reasonably related to facilitating the agency's achievement of its language training and readiness objectives by promoting and maintaining a quality language training program. For these reasons, we do not view the RFP's accreditation requirement as unduly restrictive or as overstating the agency's needs.²

The protest is denied.

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²To the extent the protester argues that other agencies do not require contractors to be accredited for purposes of providing language training, we note that each procurement stands on its own and the fact that the judgments of other agencies as to the necessity for accreditation may have been different does not establish the unreasonableness of the accreditation requirement for this procurement. Lionhart Group, Ltd., supra, at 4. Under the prior contract, the incumbent contractor was given a one-time, 2-year waiver to perform without meeting the accreditation requirement, apparently to resolve pending litigation.