

Protest of)
CACI SYSTEMS INTEGRATION, INC.) Date: August 27, 1987
Solicitation No. 104230-87-B-0062) P.S. Protest No. 87-79

DECISION

CACI Systems Integration, Inc. (CACI) protests the award of a contract under Solicitation No. 104230-87-B-0062 to Centel Business Information Systems, Inc. (Centel).

Request for Proposals No. 104230-85-B-0123 (the development RFP) was issued by the Office of Contracts, Headquarters, on April 25, 1985, with an offer due date of June 25. This solicitation covered the development and testing of a Computer Forwarding System II (CFS II) unit.^{1/} Development contracts were awarded to two offerors: M/A-Com Information Systems, Inc. (now Centel) and CACI.^{1/} These two offerors tested their CFS II prototypes at Dallas in October - November 1986. A draft production RFP was distributed to the offerors in December, 1986, for their comments.

RFP No. 104230-87-B-0062 (the production RFP) was issued on February 25, 1987, with an offer due date of March 25. The production RFP underwent a series of amendments modifying certain sections of the solicitation and extending the offer due date.^{1/} After receipt of proposals, negotiations, and best and final offers, award was made to Centel on July 2, 1987. CACI's protest followed.

As presently before this office, CACI protest consists of two grounds.^{1/} CACI states that

^{1/} CFS I, the system currently in place, maintains change of address records for postal patrons who have moved and processes mail for those patrons in accordance with postal regulations. CFS II is designed to replace CFS I with a more efficient, updated system.

^{2/} A protest against the award of these development contracts alleging that the protestor's proposal had been unfairly evaluated and that meaningful discussions had not been held with protestor was denied. Chamberlain Manufacturing Corporation, P.S. Protest No. 85-81, February 14, 1986.

^{3/} Centel filed a protest against certain of these changes as unduly advantaging CACI's proposals. When award was made to Centel pending the resolution of its protest pursuant to PCM 2-407.8 g. (1), Centel withdrew its protest.

^{4/} As originally filed, CACI protested two other issues: whether the Postal Service had conducted meaningful discussions with it and whether Amendment A05 materially and significantly changed the solicitation requirements and adversely affected its competitive position. CACI withdrew its protest as to these two issues after receiving the contracting officer's report.

it is protesting "the conduct of proposal evaluation and application of the life cycle cost model used to determine award." CACI does not include any detail on this claim in its protest letter or subsequent submissions, noting that it has filed Freedom of Information Act (FOIA) requests to gather additional information upon which to base its protest.

CACI also alleges that Centel's CFS II was given an improper advantage in the field test. Specifically, CACI states that Centel was not required to convert all mailer files during the data base conversion and creation of the field test data base. This relaxation assertedly increased Centel's throughput rates. Allegedly, the contracting officer also improperly allowed Centel not to charge maintenance downtime for the period required to recover from a power outage. These errors were factored into the cost model evaluation of Centel's proposal and are said to have improperly advantaged its proposal.

In her report to the office, the contracting officer has provided, in camera, documentation regarding the evaluation of proposals and the application of the life cycle cost model which she contends supports her conclusion that the evaluation and award were consistent with the criteria set out in the solicitation. As to CACI's allegations that Centel was allowed to waive field test requirements in two areas, the contracting officer first asserts that they are untimely raised, as they dispute results of the procedures and results of the field tests conducted in October - November 1986. As to the merits of these issues, she states that Centel was required to convert all mailer files. The brief and inadvertent power outage is said to have been the responsibility of the Postal Service, and therefore not properly chargeable to Centel. In addition, she notes that the cost attributable to the power outage was minimal and would not affect the ultimate result of the evaluation.

In its comments on the protest, Centel notes that it did convert all mailer files required under the solicitation. As to the downtime because of the power outage, Centel alleges that, as the downtime was the fault of the Postal Service,^{1/} the solicitation required that the delay resulting from this outage not be chargeable to Centel.

As to the proposal evaluation and application of life cycle cost model, CACI has done no more than state a claim of error without any support or elaboration. Such a "protective protest" cannot furnish adequate grounds for protest. See Concepts Office Furnishings, Inc., P.S. Protest No. 85-59, November 18, 1985; Roller Bearing Company of America, Comp. Gen. Dec. B-218414.2, May 14, 1985, 85-1 CPD & 542. Although CACI has alleged that the information it requires to expand upon these points is the subject of an active FOIA appeal, it has been the consistent practice of this office not to suspend our decision based on a pending FOIA request. Garden State Copy Company, P.S. Protest No. 84-31, July 5, 1984; Edward B. Friel, Inc., P.S. Protest No. 82-8, May 4, 1982.^{1/} Even if CACI was to receive the information it seeks in its FOIA

^{5/} The development RFP provided at Section 3.B.3.a that provision of uninterrupted power to the CFS II was the responsibility of the Postal Service.

^{6/} In a protest conference, CACI cited Recognition Equipment Incorporated P.S. Protest No. 81-52, December 17, 1981, as an example of a decision in which this office ordered a contracting officer to disclose confidential test results. CACI misreads this decision; the contracting officer there freely decided to disclose the test results to the protester. We have not undertaken to resolve conflicts between the contracting officer and other parties over the release of allegedly confidential information.

request at the present time, any protest based on such information would be untimely pursuant to PCM 2-407.8 d. (3), which requires protests to be filed within 15 working days of contract award. See Cincom Systems, Inc., P.S. Protest No. 76-80, April 23, 1977. Finally, we have reviewed, in camera, the documents relating to CACI's concerns in these areas (see, e.g., Documail Systems Division, Bell & Howell Corporation, P.S. Protest No. 85-26, June 20, 1985; Eaton-Kenway, Comp. Gen. Dec. B-212575.2, June 20, 1984, 84-1 CPD & 649) and are unable to find any irregularities in the evaluation of proposals under this solicitation which would warrant overturning the contracting officer's determination.^{1/}

As to the alleged irregularities in the testing of Centel's system, the record supports the position taken by the contracting officer. The testing of the machines in these two areas was accomplished in accordance with the criteria set out in the development RFP; the alleged irregularities did not adversely affect the evaluation of proposals for the production quantity. See POVECO, Inc., et al., P.S. Protest No. 85-43, October 30, 1985.

The protest is denied.

William J. Jones
Associate General Counsel
Office of Contracts and Property Law

[Compared to original]

^{1/} We also note that the protest file indicates that CACI's present dissatisfaction with the testing procedures conflicts with the statements it was making during the negotiations that it was appreciative of the job the Postal Service was doing in being even-handed in the negotiations.