

DECISION**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**7050
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29674**FILE:** B-215352 **DATE:** October 25, 1984**MATTER OF:** McCotter Motors, Inc.**DIGEST:**

Protest contending that a solicitation specification exceeds the agency's minimum needs is denied where the agency provides a rational basis for its specification and the protester fails to show that the agency's position is unreasonable.

McCotter Motors, Inc. protests the award of any contract under invitation for bids (IFB) No. F07603-84-B-0022, issued by the Department of the Air Force. McCotter contends that the solicitation requires performance in excess of the government's minimum needs and provides for an improper method of notice of the government's intent to exercise contract options. We deny the protest.

The IFB sought bids for operation of an on-base motor vehicle and equipment parts store at Dover Air Force Base, Delaware. It required that the contractor furnish "slow-moving" parts within 24 hours from the time requested, if the parts were available within the "local trade area." The IFB defined "local trade area" as the area within a 150 nautical mile radius from the main gate of Dover Air Force Base.

McCotter contends that the 150 mile radius for the local trade area exceeds the agency's minimum needs. It asserts that its own prior contract for this requirement specified a 50 nautical mile radius and that this smaller area proved sufficient to timely meet the agency's needs with "little or no difficulty". McCotter maintains that the larger range will result in higher costs to the government because bidders will have to be prepared to locate and transport parts within a larger area, and thus will have to build a large contingency factor into their bids to cover these costs.

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The Air Force reports that it specified the 150 mile radius local trade area because its base is located in a sparsely populated rural area in which many of the suppliers, from whom the successful contractor would be purchasing parts, do not stock many of the items needed for vehicle repair such as engines, transmissions, carburetors and muffler/exhaust systems. The Air Force explains that enlarging the local trade area should eliminate the resultant delays in obtaining these parts. The agency also states that the increased radius will give the contractor access to lower prices available through manufacturer warehouses in Baltimore and Philadelphia and thus may result in lower costs to the government.

The determination of the needs of the government and the best method of accommodating those needs are primarily the responsibility of the contracting agency. The agency is familiar with the conditions under which supplies, equipment or services have been used in the past and how they are to be used in the future and, therefore, generally is in the best position to draft specifications representative of the government's actual needs. East Bay Auto Supply Inc.; Sam's Auto Supply, 53 Comp. Gen. 771 (1974), 74-1 CPD ¶ 193. Consequently, we will not substitute our judgment for that of the contracting agency regarding the need for certain specifications absent a clear showing of abuse of its discretion. Big Bud Tractors, Inc., B-209858, Feb. 4, 1983, 83-1 CPD ¶ 127.

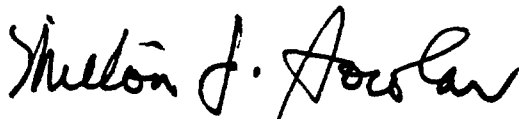
We believe the Air Force has established that expansion of the local trade area is a logical and rational means of expediting receipt and reducing the cost of certain parts. The possibility that the increased radius may lead to higher bids and the fact that McCotter, as the incumbent contractor, may have experienced "little or no difficulty" in obtaining required parts in a timely fashion within the smaller local trade area does not establish that the increased radius is unreasonable. We find nothing improper or unreasonable in an agency attempting to eliminate all delays and "difficulties" in obtaining parts, even if doing so may increase the contract cost. In any event, the protester has not disputed the agency's assertion that the ability to obtain parts from the manufacturers' warehouses will result in reduced costs for the required parts, so it is not even clear that the increased radius will

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increase the overall cost to the government. We, therefore, have no basis for objecting to the challenged specification.

The protester also complains that the solicitation is defective in providing that notice of the government's intent to exercise an option increasing the contract term will be furnished to the contractor at the base store rather than at the contractor's headquarters. We find nothing legally objectionable in providing for notice in this manner. The Air Force reports that it in fact intends to notify the contractor at both its home office and at the base store.

The protest is denied.

for 
Comptroller General
of the United States