



Comptroller General
of the United States

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Washington, D.C. 20548

Decision

Matter of: John D. Lucas Printing Company

File: B-260418

Date: May 25, 1995

Frederic G. Antoun, Jr., Esq., for the protester.
Roy E. Potter, Esq., Government Printing Office, for the agency.
Robert Arsenoff, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that agency should have based its computation of travel costs for inspections performed by two government inspectors on the use of a single vehicle is denied where agency reasonably determined that two cars would be required because the inspectors could be traveling from and returning to different locations.
2. Protest based on an alleged solicitation impropriety is dismissed as untimely because it was not filed prior to bid opening.

DECISION

John D. Lucas Printing Company (Lucas) protests the award of a contract to Gray Graphics under invitation for bids (IFB) No. D546-S, issued by the United States Government Printing Office (GPO) for printing services relating to the production and distribution of saddle-wire-stitched pamphlets. Lucas maintains that the agency incorrectly calculated certain travel costs for government inspectors which were used as a cost factor in determining the lowest bid.

We deny the protest.

The IFB, which contemplated the award of a 1-year requirements contract for printing services for the Food and Drug Administration (FDA), was issued on January 3, 1995, with bid opening on January 24. The solicitation permitted the government to conduct inspections, including press

inspections, at the contractor's plant at any time during the production of work under the contract.

Under the IFB, bidders were to provide prices for services listed in the schedule of items and were given an opportunity to offer price discounts. In addition to the bid prices in the schedule of items, the IFB stated that two other factors would be used to calculate the lowest cost to the government:

"Travel expenses and per diem to be incurred by the Government for press sheet inspections will be a factor in determining award. This will be based on sending [two] Government representatives from the Washington, DC, area on 10 trips for 2 calendar days per trip.

"Transportation charges for shipments outside the commercial zone of Washington, DC are a factor in determining award. Bidders shall state the location of the plant from which these products will be shipped."

Six timely bids were received. Without application of the press sheet inspection cost factor, the two lowest net bids (i.e., applying offered discounts and the factor for transportation charges) were as follows:

Lucas	\$249,143.70
Gray Graphics	\$249,451.99

Lucas indicated that its plant was located in Baltimore, Maryland; Gray Graphics indicated that its plant was located in Capitol Heights, Maryland.

The contracting officer referred the bids to a GPO travel specialist to calculate the travel expenses and per diem to be added as an evaluation factor to each bid. Because both bidders' plants were within 60 miles of FDA's Rockville, Maryland facility, per diem expenses were not included and GPO's calculation was comprised solely of travel costs for the 10 press inspections referred to in the IFB.

To calculate travel costs, the GPO travel specialist used a publication called "The Standard Highway Mileage Guide" to determine the distance between Rockville and Baltimore (the location of Lucas's plant). The publication listed 47 miles as the one-way distance. Because the guide did not have a listing for the distance between Rockville and Capitol Heights (the location of Gray Graphics), the specialist determined a one-way distance of 30 miles by using the appropriate vicinity map from the guide. Multiplying the one-way distances by two to arrive at a round-trip distance,

the specialist then calculated the travel costs for each bidder as follows:

Lucas		Gray Graphics	
	94	Round Trip Miles	60
x	10	Press Inspections	x 10
x	2	Days Per Inspection	x 2
x	2	One Car Per Each Inspector	x 2
x	\$.30	Per Mile Car Expense	x \$.30
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Total \$1,128.00		\$720.00	

With these totals added to the offerors' net bid prices, Gray Graphics's total evaluated bid price was low at \$250,171.99 while Lucas's total was \$250,271.70. Award was made to Gray Graphics on January 30.

In its protest filed on February 10, Lucas asserted that the agency's method of computing the travel expense factor improperly was based on the premise that each inspector would require a car to travel to the contractor's plant rather than that both inspectors riding together in a single vehicle.¹ Lucas states that this assumption is not "warranted by the contract, illogical and contrary to White House directives to executive branch departments to minimize all expenses, including transportation costs." Using a single car methodology, the resulting total evaluated prices would be \$249,707.70 for the protester and \$249,811.99 for Gray Graphics.

Our Office will not question an agency's evaluation unless the agency deviated from the stated evaluation criteria or

¹Lucas also questioned the mileage figures obtained by the specialist using "The Standard Highway Mileage Guide." Rather than the 47 miles one-way to Lucas's plant, the protester claims that GPO should have used a distance of 43 miles--a figure derived by the protester actually driving between FDA and the Baltimore plant. Using the same methodology, Lucas also states that the distance to Gray Graphics's plant should have been calculated as 31 miles, not 30 miles as computed by GPO. Lucas argues that using these figures results in its total evaluated price being \$250,175.70 as compared to a total of \$250,195.95 for Gray Graphics. Because the agency provided a reasoned explanation of the basis for its mileage calculations in its report to this Office and Lucas provided no rebuttal in its comments on the report, we will not further address this issue. See Virginia Technology Assocs., B-241167, Jan. 29, 1991, 91-1 CPD ¶ 80.

the evaluation was unreasonable. In order to establish the unreasonableness of the evaluation, it is not enough that the protester disagrees with the agency's judgment or that the protester can point to alternative methodologies; instead, the agency's evaluation must be shown to lack a reasonable basis. See Payco Am. Corp., B-253668, Oct. 8, 1993, 93-2 CPD ¶ 214.

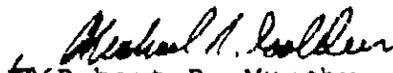
The GPO transportation specialist explains that mileage computations involving personal employee vehicles cannot be based upon the assumption that persons will rideshare because the government cannot require two persons on assignment to use the same vehicle.

We find the two-car determination to be reasonably based. As the agency points out, the two press inspectors might, and most probably would, leave from different locations (e.g., separate residences) at different times to travel to the contractor's plant and return to different locations at the end of each inspection day. While Lucas disagrees, it has presented no authority for the proposition that a shared vehicle could be mandated, and the two-car methodology is reasonable and does not conflict with the IFB criterion relating to travel expenses. Accordingly, we deny this aspect of the protest. Payco Am. Corp., supra.

Lucas--the incumbent contractor--also challenges the inclusion and use of a solicitation provision to add travel costs for press inspections to the bid prices because no press inspections were conducted during its performance of the predecessor FDA contract. In this regard, Lucas states that it was informed by unnamed FDA personnel during the performance of that prior contract that the agency did not have funds for such inspections. This allegation is untimely because it involves a challenge to an apparent impropriety in the IFB which, under our Regulations, must be

filed prior to bid opening to be considered, 4 C.F.R. § 21.2(a)(i) (1995). Since Lucas's protest was not filed until after bid opening, the allegation is dismissed.²

The protest is denied.


for Robert P. Murphy
General Counsel

²To the extent that the allegation is arguably based on Lucas's statement that unnamed FDA personnel have recently informed the protester that the agency does not plan to conduct press inspections under the current contract, due to the funding constraints, it lacks merit. The record contradicts this assertion. In a signed memorandum dated March 7, the FDA's publications officer stated that FDA added press sheet inspections to the IFB in case they were necessitated by unsuccessful performance or problems occurred with the material FDA submitted for printing. In particular, the FDA official states: "We still believe we could have upcoming orders that would require our attendance at a press sheet inspection."