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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Knowledge Connections, Inc.

File: B-297986

Date: May 18, 2006

Marion J. Bonhomme-Knox for the protester.
Christopher S. Tiroff, Esq., Department of Veterans Affairs, for the agency.
Linda C. Glass, Esq., and Michael R. Golden, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest alleging that request for proposals (RFP) for travel management services that gives offerors the option to use any electronic travel reservation system to interface with the General Services Administration's eTravel System (eTS) improperly favors offerors using a particular electronic travel reservation system developed and owned by the eTS contractor is denied where the RFP does not restrict offerors to that specific system and any alleged competitive advantage results from a firm's prior contracts and not from improper or unfair agency action.

DECISION

Knowledge Connections, Inc. (KCI) protests the terms of request for proposals (RFP) No. VA-200-06-RP-0001, issued by the Department of Veterans Affairs (VA) for travel management services.

We deny the protest.

On December 1, 2005, the VA issued the solicitation as a total service-disabled-veteran-owned small business (SDVOSB) set-aside for an indefinite delivery/indefinite quantity contract for a single Travel Management Center (TMC) to provide nationwide travel services for VA employees and veterans. The VA explains that currently, it has no centralized travel management operation and it uses multiple contractors to provide travel services, including, for example, World Wide Travel, Omega Travel Agency, and Electronic Data Systems (EDS) under the General Services Administration's (GSA) eTravel system (eTS) initiative. Contracting Officer's Statement at 1. The VA expects that the TMC contractor will eventually provide all travel services for the VA, including self-service online booking of local,

domestic, and international travel, as well as non-self-service options. RFP § C.1.1. As relevant here, currently, VA personnel may book travel on the eTS. Once a ticket or other reservation is made in the eTS, that booking information must be communicated to one of the VA travel management contractors. The travel management contractor then actually purchases the ticket or other reservation made on the eTS.

Under the RFP, at the VA's option, the VA will continue to use the eTS for a period of time. Therefore, the TMC contractor is required to develop all interfaces necessary to send and receive data between the TMC contractor's electronic travel reservation system, called a Global Distribution System (GDS),¹ and the eTS which provides the self-service booking option to VA personnel. The VA has issued a task order to EDS for its eTS. Under this task order, EDS, which uses the Sabre GDS, must "accommodate" the VA travel management contractor selected under this procurement. Contracting Officer Statement at 1. Under the travel management solicitation, a vendor may use any GDS it chooses, provided the vendor's system can communicate with the eTS.

The amended due date for receipt of proposals was January 26, 2006. On January 20, KCI filed an agency-level protest challenging the terms of the solicitation. In response to that protest, the contracting officer issued amendment No. 7 on February 6. The amendment incorporated all the changes to the statement of work and evaluation factors requested by the protester. The amendment also included interface information from the eTS contractor. On February 15, prior to the revised February 16 closing date, KCI filed this protest with our Office.²

¹ The GDS is an electronic travel reservation system that provides travel and transportation information for travel agencies, corporations, and travel web sites. The GDS provides users with schedules, availability, pricing, reservations, and ticketing capability for travel suppliers including airlines, car rental companies, and hotels. There are a number of GDS systems including the Sabre system and the Apollo system used by the protester.

² In its initial protest to our Office, the protester raised several issues concerning the terms of the solicitation, such as the agency's decision to "bundle" certain requirements under this RFP, the agency's failure to provide VA's standard travel guidelines, the agency's failure to maximize the potential for women-owned small business participation, and the agency's failure to allow for alternate proposals. In its report to our Office responding to the protest, the agency specifically responded to each of the protester's issues. In its comments on the agency report, KCI failed to substantively address the agency's responses. As a result, we consider these issues to be abandoned and will not address them. Datum Timing, Div. of Datum Inc., B-254493, Dec. 17, 1993, 93-2 CPD ¶ 328 at 5.

According to the protester, since EDS owns the Sabre GDS system and has previously provided interface information on terms and conditions to other GDS vendors using the Sabre system, the protester (and presumably other non-Sabre competitors) will be at a competitive disadvantage.

Initially, we note that the protester does not argue that the interface requirement is not necessary to satisfy the agency needs. The solicitation, as amended, specifically defines the interface requirements and, generally identifies the steps vendors need to take in order to satisfy the requirement; the Sabre system is not required by the RFP. RFP amend. 7, at 6. The fact that other vendors may have a more favorable relationship with the eTS contractor and may be in a better position to create the required interface does not mean that the interface requirement is unreasonable. The government has no obligation to equalize a competitive advantage that a potential offeror may enjoy as a result of a prior government contract or prior professional relationships unless the advantage resulted from unfair motives or actions by the contracting agency. Bironas, Inc., B-249428, Nov. 23, 1992, 92-2 CPD ¶ 365 at 3. There is no evidence in the record that any competitive advantage enjoyed by a potential offeror is a result of improper or unfair agency actions. Accordingly, we have no basis to question the agency's interface requirement.

The protester also contends that the VA has not adequately justified its decision to make a single award, instead of multiple awards. Federal Acquisition Regulation § 16.504(c)(1)(C) requires the contracting officer to determine whether multiple awards are appropriate when planning an acquisition for an indefinite delivery/indefinite quantity contract. The VA has concluded that multiple awards for these services are not in the best interest of the government. The VA currently uses multiple contractors to provide travel management services and explains that this arrangement has become administratively burdensome. The VA specifically reports that resolving interface problems among the multiple contractors has proven to be difficult and costly. Update to Determination of Appropriateness of Single vs. Multiple Awards. The VA believes that by making the award to a single contractor and by creating a single point of contact, this will alleviate the administrative burden of determining which travel management contractor is responsible for resolving service issues. The VA also believes that customer service will be improved by streamlining the process and maintaining continuity for the traveler by using a single travel management contractor for all VA employees. Additionally, according to the VA, a single contractor using one system will reduce VA's training costs. The VA has determined that multiple awards would, at a minimum, cost the government an additional \$309,704. Id. at 5.

In response to the VA's determination that multiple awards would not be in the best interest of the government, the protester has not submitted any convincing evidence to rebut the agency's position. Here, given the agency's explanation, and in the absence of any evidence to the contrary, we have no basis to find that the agency's decision to procure its requirements by making a single award is unreasonable.

Finally, the protester argues that the VA should use the GSA Travel Services Solution (TSS) schedule contract to acquire travel services and that the use of this contract will lower the VA's acquisition costs.³ The agency reports that it decided not to use the TSS contract because there were only two SDVOSBs on the schedule and using the TSS contract would not have maximized the opportunity for all interested SDVOSBs to compete for this requirement. We note that the protester is one of the two SDVOSB vendors on the schedule. It thus appears that the protester's desire for the agency to satisfy this requirement through the schedule is an attempt to restrict competition and give the protester a better chance to win the award. Since the purpose of our bid protest function is to ensure that agencies obtain full and open competition to the maximum extent practicable, we will generally favor otherwise proper agency actions--like the one here to use a competitive set-aside solicitation--which are taken to increase competition. See Hughes Missile Sys. Co., B-257627.2, Dec. 21, 1994, 94-2 CPD ¶ 256 at 16.

The protest is denied.

Anthony H. Gamboa
General Counsel

³ In response to our request that the protester more specifically identify those solicitation provisions that it considers unduly restrictive or places it at a competitive disadvantage, the protester raised several additional concerns with the terms of the solicitation. For example, the protester contends that the VA did not provide its draft Memorandum of Understanding (MOU) with the eTS contractor, that the VA intends to withhold payment for invalid funding obligation numbers, and that the VA did not provide specific test requirements for a capabilities demonstration. In response to the protester's concerns, the agency reports that it will amend the solicitation to provide all offerors with information on the MOU, it will inform offerors that they will not be held responsible if the funding obligation number provided by the traveler is incorrect, and it will permit vendors that sign a nondisclosure agreement access to the eTS contractor's training manual and will provide specific test scenarios for the demonstrations. We view these issues as academic in view of the agency's responses. Finally, we have reviewed the remainder of the protester's objections to the terms of the solicitation and find them without merit.