



CONTRACT LAW DIVISION

Office of the Assistant General Counsel for Finance & Litigation



Biweekly Report - Period Ending April 13, 1996

Laurell Technologies Corp. v. DOC

GAO has dismissed this protest of the NIST award. GAO concluded that the protester did not offer a responsive quotation because its product did not have the required teflon coating. GAO further noted that, to the extent the protester was complaining about the teflon requirement, its protest was untimely because not made before quotations were due. Jeff Hughes had the case.

Nelco, Inc. v. DOC—GAO No. B-271067

GAO dismissed this protest as untimely. The protester alleged that Intuit had an unfair competitive advantage but submitted no facts to support this allegation. We submitted a motion to dismiss the protest as lacking a detailed statement of the factual and legal grounds of the protest and as the grounds stated were not legally sufficient. On March 11, 1996, the protester submitted additional bases of which it was aware at the initial filing. GAO dismissed the “supplemental” protest as untimely and found the initial protest did not include a detailed statement of the factual and legal grounds of protest and the grounds stated were not legally sufficient. Catherine Shea, Jeff Hughes and Cecilia Jones all had a part in the case.

NOAA CSC Charleston Center

The § 8(a) contractor retained to renovate a building for the new CSC headquarters has been experiencing performance problems resulting in delayed occupancy. In addition, the contractor is apparently licensed by the State of South Carolina only in the field of concrete and does not qualify as a true general contractor. Some of the performance problems likely stem from this lack of broad-based skills. A local TV station has learned of this fact and there is the potential for adverse publicity. Mark Langstein is working with EASC contracting staff to determine whether failure to have a State license is a breach of contract and also attempt to amicably resolve the performance difficulties so that the building can be occupied in the near future.

Omega World Travel, Inc. v. DOC—GAO No. B-271262

Lisa Obayashi filed the agency report in this bid protest against the award of a contract for travel management services. The basis of the protest is that PTO used an unstated evaluation criterion, incumbency, and that PTO failed to discuss negative comments regarding the protestor.

BEA Data

Alice McKenna drafted a confidentiality provision to be inserted in contracts to print BEA data. The data may not be released by the contractor either (1) before official BEA publication in aggregate form or (2) at any time in its non-aggregate “raw” form. The data is protected from disclosure under several Federal statutes which contain criminal penalties for violation and are referenced in the provision. We also recommended that the confidentiality agreement should be made part of the contract to ensure that BEA may also terminate for default in the event of a violation.

Agency bid protest procedures

Alice also coordinated and analyzed responses of the GSA Civilian Agency Acquisition Council, Army Materiel Command, Veterans’ Administration, and the Social Security Administration to the Defense Acquisition Regulations Council on the DARC’s proposed amendments to the FAR implementing the EO on Agency Bid Protest Procedures. We also developed Commerce’s responses to the proposed FAR amendments.

Actions Completed/Received during Period

	From 3/31/96	To 4/13/96
	Received	Completed
NIST	3	2
NOAA	10	9
O/S	2	0
PTO	3	2
Total	18	13

Contract Law Division—Client Workload Period Ending 04/13/96

