

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-207194.2

DATE: November 29, 1982

MATTER OF: A. B. Dick Company

DIGEST:

1. In solicitation containing performance specifications, there may be more than one means of meeting an agency's requirements, and a protester's judgment that its own equipment provides the best means does not clearly demonstrate that the awardee's system does not meet minimum mandatory specifications.
2. In a negotiated procurement, award need not be to the low offeror unless the solicitation so specifies.
3. When contracting officer's hypothetical reevaluation, deleting credits given to an awardee for optional features that protester alleges the awardee cannot provide, still results in a higher score for the awardee, alleged misrepresentation concerning the optional features cannot be viewed as having distorted evaluation scores. Mere disagreement does not meet protester's burden of proving that agency's evaluation was unreasonable.

A. B. Dick Company protests the award of a contract to Lanier Business Products, Inc. under request for proposals No. F11602-81-R-0018, issued by Chanute Air Force Base, Illinois. The Air Force sought lease and maintenance of a shared logic word processing system consisting of 18 cathode ray tube (CRT) terminals and 12 printers. We deny the protest.

At the outset, we note that the Air Force used performance, rather than design, specifications for the word processing system. Its solicitation listed 64 minimum features, required for proposals to be considered technically acceptable, and an additional 56 optional features; in general, the latter were features that the Air Force believed would speed

production, make text manipulation easier, and/or protect the integrity of the document being produced. Offerors were not required to describe the design of their systems or to state how their equipment would meet any of the specifications. Rather, they were merely required to check each of the minimum and optional features that they could provide.

Using these checklists, the Air Force evaluated proposals under a scheme which allocated up to 80 points for technical features (50 of these for meeting the minimum specifications) and up to 20 points for price. Of six firms submitting best and final offers, A. B. Dick, with a total evaluated price of \$213,750 for a base and two option years, was the lowest, technically acceptable offeror; Lanier, at \$232,680 was second low. Lanier, however, had higher technical and total scores, as follows:

	Price Points	Minimum Specs	Optional Specs	Total Points
A. B. Dick	20.00	50.00	21.99	91.99
Lanier	18.37	50.00	28.61	96.99

Between February 24 and 26, 1982, the Air Force conducted an on-site evaluation of Lanier's word processing system; the agency states that at this time Lanier demonstrated that it met minimum specifications and could provide all the optional features listed in its offer. The Air Force therefore determined that Lanier's offer was most advantageous to the Government, since it provided more technical features per dollar and since its total price was fair and reasonable.

A. B. Dick protested to our Office following notice of the award to Lanier in March 1982. The firm alleges that the Air Force's technical evaluation was in error; that Lanier "misrepresented" its ability to provide all minimum and optional features sought by the Air Force; that these "misrepresentations" distorted the evaluation in Lanier's favor; and that A.B. Dick, as low offeror, should have received the award.

On the first ground, A.B. Dick argues that the Air Force exercised poor technical judgment in finding that Lanier's CRT screen was capable of adjusting both horizontally and vertically, as required by the minimum specifications. Because Lanier's keyboard is not detachable, according to A.B. Dick, any adjustment to the screen causes a parallel adjustment to the keyboard. For this reason, A.B. Dick contends, Lanier's adjustable screen will not accomplish its purpose, which is to lessen operator discomfort, principally caused by glare and improper viewing angles. The Air Force responds that Lanier has provided a "tilt and swivel" base which, placed under the terminal, allows for horizontal and vertical movement of the screen. Since there was no requirement that the screen and keyboard move independently, the Air Force concludes, Lanier's "tilt and swivel" base meets specifications.

Second, A.B. Dick alleges that Lanier is unable to provide either 11 or 12 of the optional features that it proposed. One example is a full page display on screen; Lanier's screen displays 26 lines, which A.B. Dick argues is not a full page. A.B. Dick's allegations are based upon a definition of a full page as 60 lines, provided by Data Pro Research Corporation, an independent consulting firm. The Air Force acknowledges that Data Pro is an excellent general reference, but points out that neither the Air Force nor any other Government agency regards the organization as the final authority on word processing industry definitions. Employing Sippl, Computer Dictionary (3d ed. 1980), the Air Force defines a full page on a CRT terminal as from eight to 64 lines of text, and thus concludes that Lanier provides a full page display on screen.

On the basis of Data Pro's evaluation of Lanier's word processing system, other optional features which A.B. Dick alleges Lanier lacks include a spelling program, a user-developed dictionary, a large working or scratch pad area, a warning when a page is full, a programmable, end-of-month statistical summary capability, and on-site media conversion capability. A.B. Dick has attempted to re-score its own and Lanier's proposals, and argues that if they were correctly evaluated, its own score would be 92.37, compared with

91.76 for Lanier. A.B. Dick contends that Lanier's "misrepresentation" of the optional features has thus distorted the evaluation factors in Lanier's favor.

The Air Force has responded individually to each of these alleged deficiencies in Lanier's system, and states that in most cases the equipment has been delivered and is performing satisfactorily with regard to the feature in question.

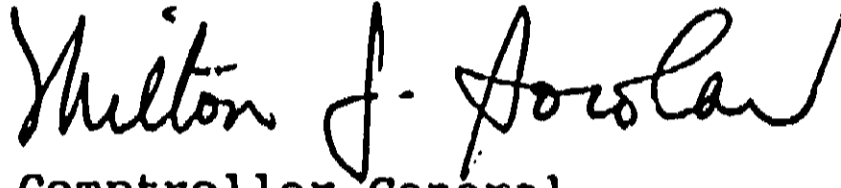
In our opinion, this is a classic example of a procurement in which there may be more than one means of meeting an agency's performance specifications. See Auto-Trol Corporation, B-192005, September 5, 1978, 78-2 CPD 171. A.B. Dick's arguments with regard to the need for a screen and keyboard that are independently adjustable are based upon its own judgment--reflected in its own equipment--as to the optimum means of insuring operator efficiency and comfort. The protester has not, however, clearly demonstrated that Lanier's equipment does not meet the Air Force's minimum requirements for a screen that can be adjusted horizontally and vertically. We see no ambiguity in the specification and no indication that the Air Force waived it. We believe the Air Force reasonably determined that Lanier met the specification for an adjustable screen.

With regard to optional features, the contracting officer also has done a reevaluation in which, hypothetically, he deletes Lanier's evaluation credits for all except two features that, in his opinion, there can be no debate about, namely the capability of the system to provide end-of-month statistics, since these have been provided since May, and on-site media conversion capability, since conversion now is taking place. Using the same evaluation scheme that was applied to the original proposals, the contracting officer states that Lanier would have scored 93.03 points, which is still higher than A.B. Dick. Since the solicitation provided for award to the offeror with the highest total point score, we find no merit to A.B. Dick's argument that Lanier's "misrepresentation" distorted the evaluation in its favor. A.B. Dick's mere disagreement with the evaluation totals does not meet its burden of showing that the agency's approach was unreasonable. Westec Services, Inc., B-204671, March 19, 1982, 82-1 CPD 257.

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Finally, even though A.B. Dick's evaluated cost was lower than Lanier's by nearly \$19,000, we must stress that this is a negotiated procurement and, as we have often stated, an award need not be made to the offeror proposing the lowest cost unless the solicitation so indicates. Price Waterhouse & Co., B-203642, February 8, 1982, 82-1 CPD 103. In this case, the solicitation clearly indicated that price ranked third out of the three evaluation criteria, and therefore award to A.B. Dick was not required. See Quest Research Corporation, B-203167, December 10, 1981, 81-2 CPD 456.

We deny the protest.

for 
Comptroller General
of the United States