



Comptroller General  
of the United States

Washington, D.C. 20548

# Decision

**Matter of:** ATAP, Inc.

**File:** B-242384

**Date:** April 3, 1991

H. R. Washburn, III for the protester.  
Millard F. Pippin, Department of the Air Force, for the agency.  
Richard P. Burkard, Esq., and Andrew T. Pogany, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest allegation that solicitation line item was not evaluated fails to state a valid basis of protest where the agency did, in fact, evaluate the line item.
2. Agency's possible future actions in establishing number of hours needed for repair of shipping containers pursuant to an unambiguous provision in the awarded contract are matters of contract administration which are not for review by the General Accounting Office.

## DECISION

ATAP, Inc. protests the award of a contract to Pensacola Engineering, Inc. under request for proposals (RFP) No. F09603-90-R-84528, issued by the Air Force for the overhaul of various vehicle components. ATAP, the incumbent contractor, alleges that the Air Force improperly evaluated proposals by failing to consider a certain line item contained in the RFP. ATAP also argues that Pensacola enjoyed an unfair competitive advantage in the procurement. We dismiss the protest. 4 C.F.R. § 21.3(m) (1991).

The RFP, which was issued on January 29, 1990, contemplated the award of a fixed-price contract for specific line items for a basic contract period and four option periods. The RFP stated that award would be made to the firm whose offer was determined to be the most advantageous to the government.

Line item 17, the subject of this protest, provided that for each contract period the contractor shall furnish all necessary labor and parts and material for the repair or refurbishment of damaged shipping containers. The RFP provided, with respect to this requirement, that in the event that work is determined to be required, the contractor shall be directed in writing by the administrative contracting officer (ACO) to perform the work and that the number of direct labor hours required would be negotiated between the contractor and the ACO. The RFP requested that offerors furnish an hourly rate for this work. By amendment No. 3 to the RFP, the agency stated that line item 17 would be evaluated for purposes of award based on an estimated quantity of 2 hours per year. The agency determined that Pensacola, the low-priced offeror, was the apparent successful offeror. On December 17, 1990, ATAP filed this protest.

Contrary to the protester's assertion, the record shows that line item 17 was included in the agency's evaluation. Thus, we find that ATAP's assertion is based simply on a factually erroneous premise. The record further shows that the line item had an insignificant effect on the price evaluation.

ATAP next argues that Pensacola, under two current contracts, is allowed by the agency to recover more labor costs for the repair of damaged shipping containers (15 to 18 hours) under a line item similar to line item 17 than ATAP is allowed to recover under its current contract (2 to 4 hours). Based on this alleged disparate treatment, ATAP argues that Pensacola has structured its pricing in its proposal to obtain a competitive advantage.

We find that this allegation relates to matters of contract administration. ATAP does not allege that the RFP provisions are ambiguous or defective in themselves; rather, ATAP's argument is premised on an unsupported assertion that the Air Force will administer the contract in a manner which differs from the way it was administered during ATAP's performance. In this regard, we note that the RFP provides that the number of hours to be allowed for repairs under line item 17 for this contract will be determined during the administration of the contract through negotiations between the ACO and the contractor. We therefore find that these allegations concern future administration of the contract that are beyond the

scope of our bid protest jurisdiction. See 4 C.F.R.  
§ 21.3(m) (1); McDermott Shipyards, Division of McDermott,  
Inc., B-237049, Jan. 29, 1990, 90-1 CPD ¶ 121.

The protest is dismissed.

*Michael R. Golden*

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