

McArthur



Comptroller General
of the United States

138207

Washington, D.C. 20548

Decision

Matter of: Steelcase Inc.

File: B-260781

Date: July 21, 1995

Marsha Goodman for the protester.
Thomas M. Brown for Milcare, Inc., an interested party.
Robert D. Hamel, Esq., and Thomas J. Duffy, Esq.,
Department of the Army, for the agency.
C. Douglas McArthur, Esq., and Ralph O. White, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

Where solicitation for chairs contained item descriptions with a range of dimensions for seat depth, all of which indicated that depths in excess of 17 inches were acceptable--but also incorporated a standard chair description providing that chairs should be no deeper than 17 inches and that chairs with a depth in excess of 16 inches shall include support for the back side of the users knee--the agency reasonably interpreted the solicitation to allow chairs with depths in excess of 17 inches so long as any chair deeper than 16 inches was designed to provide relief to the back of the knee, as this interpretation recognizes the hortatory nature of the stated range in the incorporated standard, and gives meaning to both clauses.

DECISION

Steelcase Inc. protests the award of a contract to Milcare, Inc., a Herman Miller Company, under request for proposals (RFP) No. DADA10-94-R-0069, issued by the Department of the Army for furniture at the new Brook Army Medical Center in Fort Sam Houston, Texas. Steelcase contends that Milcare's proposal did not meet solicitation requirements, and that the agency unreasonably eliminated Steelcase's proposal from the competitive range because there was no basis to discriminate between the proposals since neither met the solicitation's requirements.

We deny the protest.

064215/154827

On July 12, 1994, the agency issued the solicitation for award of a fixed-price indefinite quantity contract for 32 contract line item numbers (CLINs) of furniture--chairs and stools, in addition to data requirements--for the new medical center. The solicitation provided for award to the offeror whose proposal was considered most advantageous to the government, based on technical, management, and price factors. Technical acceptability was to be determined on a pass/fail basis, and was more important than the management approach factor, which was more important than the price factor.

Section C of the solicitation, the statement of work (SOW), contained the specifications; paragraph C.13.2 contained item descriptions for 16 item codes of furniture, each of which represented two separate CLINs in the solicitation schedule.¹ For example, the item description for item code S001, "chair, side w/arms," listed the following dimensions:

Overall Width:	22 3/4" - 25 1/2"
Overall Depth:	23" - 24"
Overall Height:	31" - 35"
Seat Height:	16 3/4" - 18 1/2"
Seat Width:	20" - 21"
Seat Depth:	17 1/2" - 19"

Some item descriptions prescribed dimensions for adjustable seat height or for back height; some item descriptions listed dimensions only for overall depth and width.

Evaluators found that none of the 17 initial proposals received on August 26 met all of the technical evaluation criterion, and none of the initial proposals received a passing rating under the technical factor. The protester's proposal specifically conceded that it did not meet the seat depth or width requirements for item codes S001 and S010, the overall depth requirements for item code S001, or the back height requirements for item codes S020 and S021 (CLINs 0005-0008). Although the awardee's proposal did not identify any dimensions that it failed to meet, the evaluators' review of the product information provided in Milcare's initial proposal showed a similar failure to meet

¹CLINs contained different requirements for fabric and upholstery; for example, CLIN 0001 was for chair, item code S001, fabric code I, upholstery type V; CLIN 0002 was for chair, item code S001, fabric code J, upholstery type F; similarly, CLINs 0003 and 0004 were both for chairs, item code S010, but CLIN 0003 required fabric code I, upholstery type V, while CLIN 0004 required fabric code J, upholstery type F. Only the dimensions of the chairs offered are at issue here.

various requirements including the seat depth requirements for item code S001, the overall depth requirements for item codes S001 and S010, and the seat width and overall width requirements for item codes S020 and S021.

The agency conducted discussions with the 14 offerors whose proposals were included in the competitive range, requesting additional information regarding the technical and management proposals; 10 of these offerors responded to the agency's request for additional information. The initial evaluation of the revised proposals concluded that only 1 of the 10 offerors, the Knoll Group, submitted an acceptable proposal, but by letter of January 13, 1995, Milcare advised the agency that its initial technical proposal had incorrectly stated several dimensions and provided corrected information.

On January 18, after reviewing the additional information from Milcare, evaluators concluded that both the Knoll and Milcare proposals were technically acceptable. By letters of January 26, the agency advised the eight remaining offerors of their elimination from the competition and requested best and final offers (BAFO) from Knoll and Milcare. On February 14, the agency awarded a contract to Milcare, based on its lower price and higher management rating. After receiving a debriefing on March 7, Steelcase filed this protest with our Office on March 16.

Steelcase concedes that its proposal did not meet the requirements of the solicitation, but asserts that its proposal was no more noncompliant than the proposal submitted by Milcare. Specifically, Steelcase contends that Milcare's proposal failed to comply with section C.14.4 of the solicitation, which required chairs to meet or exceed the American National Standards Institute (ANSI) Human Factors Standard (HFS) 100-1988, which specifies a seat depth between 15 and 17 inches. Several of the Milcare models exceed 18 and 19 inches in depth.

In essence, Steelcase's argument is based on its view that the solicitation's specifications are inconsistent, and thus ambiguous. We note that Steelcase does not contend that the Milcare chairs fail to meet the dimension requirements in schedule C of the solicitation. Rather, Steelcase argues only that the chairs fail to meet the dimensions set forth in the ANSI HFS.²

²The record contains evidence that from the start of this procurement the protester considered the item descriptions inconsistent with the ANSI HFS requirements and assumed that, at some point, the agency would waive one of the
(continued...)

The agency, however, contends that the requirements are not inconsistent or ambiguous when read together as a whole. The ANSI HFS provides that seat depths "should" be between 38 and 43 cm (15 to 17 inches) and that chairs exceeding 40.6 cm (16 inches) "shall" be designed so as to provide relief to the back of the knee. The agency contends that the use of the words "should" and "shall" indicate that one standard is hortatory, the other mandatory. Thus, the agency concludes that the Milcare offer meets the solicitation's requirements because all seats exceeding 16 inches provide a "waterfall" front that provides the standard's required "relief to the back of the knee."

A term in a solicitation is ambiguous only if it is susceptible to more than one reasonable interpretation when read in the context of the solicitation as a whole. Canadian Commercial Corp./Ballard Battery Sys. Corp., B-255642, Mar. 18, 1994, 94-1 CPD ¶ 202. When a dispute exists as to the actual meaning of a solicitation term, we will resolve the dispute by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. Id. If the ANSI HFS, paragraph C.14.4, requires that all chairs have a depth no greater than 17 inches, the remainder of section C, which contains several ranges for chair depths that exceed 17 inches even as a minimum--such as, e.g., the side chair mentioned above (item S001) with a required seat depth of 17 1/2 to 19 inches--has no meaning. By contrast, the agency's interpretation that the ANSI HFS depth requirement is not mandatory--and that the Milcare chairs are acceptable--reads the provisions together to give meaning to the range of dimensions provided in the solicitation, where the protester's does not.

Our review shows that the following description of the Milcare chairs is not in dispute: (1) the chairs met the dimensions set forth in the item descriptions in schedule C; (2) several of the chairs--while within the range set forth in the item description--are deeper than the range set forth in the HFS requirements; and (3) the chairs that are deeper than 16 inches include the waterfall knee protection called for in the ANSI HFS requirements. Accordingly, we think the agency properly accepted seats deeper than 17 inches because

²(...continued)
requirements. However, since the alleged ambiguity was apparent on the face of the solicitation, Steelcase can not now mount a timely challenge to the specification. 4 C.F.R. § 21.2(a)(1) (1995).

those seats included the rear knee protections consistent with the ANSI HFS requirements. In contrast, the Steelcase chairs did not meet the mandatory dimensions in the item descriptions, and hence its proposal was properly rejected.

The protest is denied.

Ronald Berger
for Robert P. Murphy
General Counsel