McArthur

Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Alaska Pump & Supply, Inc.

File: B-260976

Date: August 7, 1995

Terry Gorlick for the protester.
LTC Stephen C. Donnelly, Department of the Air Force, 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

Protest that the awardee's proposed equipment does not meet certain specifications in the solicitation is denied where the record shows that the agency's determination that the offered equipment complied with the specifications was reasonable.

DECISION

Alaska Pump & Supply, Inc. protests the award of a contract to Alyeska Pump and Equipment under request for proposals (RFP) No. F65501-95-R-0026, issued by the Department of the Air Force for centrifugal pumps. Alaska Pump contends that the awardee's proposal did not meet the requirements of the solicitation.

We deny the protest.

On November 30, 1994, the agency issued the solicitation for award of a fixed-price contract for 10 diesel-powered pumps, suitable for pumping flammable liquids, capable of pumping 1-1/2-inch solids, and with a flow capability of 300 gallons per minute (gpm) at a head of 70 feet. The solicitation essentially provided for award to the offeror with the

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lowest-priced, technically acceptable offer, and directed offerors to submit descriptive literature with their offers.[1]

The agency received five offers on January 24, 1995, conducted discussions and requested submission of best and final offers (BAFO) by February 22. On March 23, the agency awarded a contract to Alyeska as the low, technically acceptable offeror. This protest followed.

Alaska Pump asserts that Alyeska is supplying an ACME North America, Varisco Model JD70D-Simple 3 pump, which does not meet the solicitation specifications. Specifically, the protester asserts that the Varisco model does not provide the specified flow and head performance factors--producing 165 gpm at 70 feet of head, versus the required 300 gpm--is not compatible with gasoline and other flammable liquids, and pumps 1-1/4-inch solids, rather than the 1-1/2-inch solids required in the solicitation. Alaska Pump contends that the Alyeska proposal should have been rejected as technically unacceptable.

When an RFP requires the submission of information showing technical acceptability, an offeror must demonstrate the technical sufficiency of its proposal. Power Dynatec Corp., B-251501.3, Aug. 3, 1993, 93-2 CPD ¶ 73. The procuring agency is responsible for evaluating the data supplied by an offeror and ascertaining whether it provides sufficient information to determine the acceptability of the offeror's product; we will not disturb this technical determination unless it is shown to be unreasonable. Inframetrics, Inc., B-257400, Sept. 30, 1994, 94-2 CPD ¶ 138. The record here supports the agency's determination that the Alyeska proposal demonstrated compliance with requirements.

Material submitted by Alaska Pump in support of its arguments describes a Thompson J70 pump, which, according to both Alyeska and the Air Force, is not the same as the ACME model J70-D-Simple 3 proposed by the awardee. The Alyeska proposal contains descriptive literature from Varisco, the pump manufacturer, and from Acme, the motor manufacturer, as

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[1]The solicitation listed three technical factors, in order of importance, as follows: compliance with technical specifications, price, and delivery. Evaluation of the offerors' compliance with technical specifications was on a pass/fail basis; there is no indication that the agency evaluated proposed delivery schedules, although the protester proposed a shorter delivery schedule--100 days after receipt of order--than did the awardee--110 days after receipt of order. The Air Force's required delivery schedule was 120 days after receipt of order.

well as a separate attachment summarizing the features of the proposed configuration, which indicate that the pump and motor meet the specifications at issue. The record therefore indicates that, based on the proposal as submitted, the Air Force had no basis upon which to reject Alyeska's offer.

Further, Acme--the supplier of the modified pump at issue here--has furnished information in response to the protest, arguing that the Acme pump offered by Alyeska meets requirements--that it has the required 300 gpm flow rate, is compatible with flammable liquids, and can pass solids up to 1-1/2 inches. In contrast to the Thompson model, the Acme product incorporates a large pump housing and large impeller, as well as a larger engine, operating at 2200 rpm, versus the Thompson pump's 3600 rpm. In addition, while Acme concedes that the buna-n/nitrile rubber in the suction flap valve may swell when flammable liquids are pumped, it explains that flushing with clean water returns the valve to normal, with no deterioration. While Alaska Pump disagrees with this assertion, the agency has found this response satisfactory, and the protester has furnished no basis upon which our Office might find the agency's determination unreasonable.

Alaska Pump bases its contentions here on a claim that the awardee improperly modified the descriptive literature it submitted to indicate compliance with solicitation requirements, when the original literature showed that the offered products did not meet requirements. However, the record shows that such information was properly modified to accurately reflect the modified product offered by Alyeska. In any event, modifications of standard descriptive literature do not render a proposal unacceptable where, as here, the solicitation does not preclude such modifications, and the modified literature supports the agency's determination of technical acceptability. See Omatech Serv. Ltd., B-254498; B-254498.2, Dec. 17, 1993, 93-2 CPD ¶ 329.

Since the protester has failed to identify any aspect of the awardee's proposal, as submitted, that indicates a failure to comply with solicitation requirements, and since the record does not support the protester's contention that the

agency's determination of technical acceptability was unreasonable, we will not disturb the agency's decision to accept Alyeska's offer.[2]

The protest is denied.

Christine S. Melody
for Robert P. Murphy
General Counsel

[2]Shortly prior to issuance of this decision, Alaska Pump supplied to our Office a letter purporting to show that Acme has withdrawn its offer to supply pumps to Alyeska. This action and any resulting issue regarding Alyeska's performance under the contract concerns contract administration, a matter which is within the discretion of the contracting agency and beyond our bid protest jurisdiction. See 4 C.F.R. § 21.3(m)(1) (1995); Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228. We note, however, that in explaining that Acme's offer to Alyeska has been withdrawn, the letter states that Acme did not realize that selling "the Simple"--i.e., the modified pump at issue here--would violate a distribution agreement between Alaska Pump's supplier (Thompson) and the Italian pump manufacturer, Varisco. The references in the letter to "the Simple" and to Acme's efforts in "building up the pumps in Italy" appear to support Alyeska's position that it was offering a modified pump rather than the basic J70 pump.