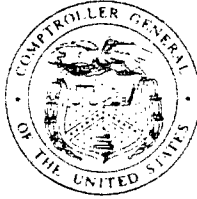


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DECISION



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

FILE: B-201581.2 DATE: June 23, 1981
MATTER OF: Aero Corporation--Reconsideration

DIGEST:

Decision that contracting agency reasonably determined, on basis of hangar blueprints and preaward survey of facilities, that offeror met definitive responsibility criterion requiring adequate available hangar space for aircraft maintenance is affirmed where protester has presented no new factual grounds showing determination lacked reasonable basis.

Aero Corporation requests reconsideration of our decision in Aero Corporation, B-201581, May 4, 1981, 81-1 CPD 338, denying the firm's protest against the award of a contract by the Department of the Navy to Hayes International Corporation for standard depot level aircraft maintenance under request for proposals (RFP) No. N68520-80-R-9021. In so doing, we held that the contracting office acted reasonably in affirmatively determining that Hayes was capable of performing the contract in accordance with the RFP requirements, notwithstanding Aero's assertions that Hayes' hangar facilities were inadequate to fully enclose the aircraft during maintenance operations.

Aero has presented no new factual grounds demonstrating that our earlier decision was erroneous, but claims as error our finding that the Hayes blueprints show six aircraft fully enclosed in the hangar, despite the contracting officer's statement that the entire aft section of the aircraft would not be enclosed in Hayes' hangar. Aero asserts that our decision ignored admissions by the Navy that the agency did not know what type of structures would qualify as hangars under the RFP definitive

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responsibility criterion at the time the RFP was issued. Finally, Aero contends that we failed to address its argument that the term "hangar" used in the RFP is subject to more than one interpretation and renders the RFP ambiguous. Aero insists that failure to resolve what constitutes a hangar for purposes of this procurement will result in future protests about the type of structure which will satisfy hangar requirements in subsequent aircraft maintenance contracts.

While Aero obviously disagrees with our conclusion, the protester has not raised any matters which were not fully considered or discussed in the decision and has merely reiterated its original position in requesting reconsideration of the case.

Insofar as Aero asserts that the term "hangar" rendered the RFP ambiguous, the protest concerns an alleged impropriety in the solicitation which was apparent and should have been protested to the Navy or to our Office before the closing date for receipt of initial proposals. 4 C.F.R. § 20.2(b)(1) (1980). Because Aero did not protest to the Navy until a month after the closing date, the issue was not timely presented for consideration by the contracting agency or our Office. 4 C.F.R. § 20.2(a) (1980).

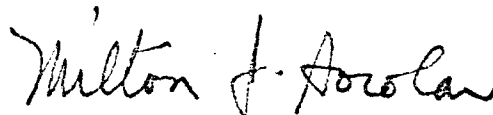
To the extent, however, that Aero remains concerned with the contracting agency's application of that term in assessing Hayes' ability to perform the contract, the protest is without merit. Despite any indication by a statement of the contracting officer to the contrary, the definition which Aero suggests (a hangar which fully encloses the aircraft) was in fact the one which the Navy applied in examining Hayes' scale drawings, blueprints and facilities in determining that the firm complied with the general and definitive responsibility requirements of the RFP. We note that the meaning of the term in the instant procurement would not necessarily apply to future procurements because the definition proceeds from the terms of the particular solicitation in question.

When a protester contends that an affirmative determination of responsibility has been made contrary to the solicitation's definitive responsibility criteria, we review the determination to assure that the terms of the solicitation were applied in the process of awarding the contract. Our review is limited to determining whether the awardee has submitted evidence from which the contracting office could reasonably conclude that the specified definitive responsibility criteria would be met. Preventive Health Programs, B-195846, February 20, 1980, 80-1 CPD 144; American Athletic Equipment Division, AMF Incorporated--Reconsideration, B-193283, November 9, 1979, 79-2 CPD 344.

It is apparent from the record that the Navy contracting office considered the blueprints and scale drawings submitted by Hayes, together with the information obtained during the preaward survey, adequate to support an affirmative determination of the firm's responsibility. Our Office will not object to that determination unless it is shown to be without a reasonable basis. Aero simply has not made such a showing.

Where, as here, there was objective evidence before the contracting office relevant to the definitive responsibility criterion, we have held that this in itself is sufficient to satisfy our review standard. Mayfair Construction Company, 58 Comp. Gen. 105, 108 (1978), 78-2 CPD 372. We have repeatedly held that the quality of the evidence submitted to satisfy a definitive responsibility criterion is a matter for the judgment of the contracting agency, not our Office. Westinghouse Air Brake Company, B-191537, February 15, 1979, 79-1 CPD 109.

Our decision of May 4, 1981, is affirmed.



Acting Comptroller General
of the United States