



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Insituform East, Inc.

File: B-272399

Date: October 3, 1996

Michael J. Hogan, Esq., Witte, Lestz & Hogan, P.C., for the protester.
Diane D. Hayden, Esq., Brian H. Wood, Esq., and Patrick J. Coll, Esq., Department of the Navy, for the agency.
Behn Miller, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Specification for sewer rehabilitation services which references an American Society for Testing and Materials standard dealing with the inversion method of sewer liner installation does not preclude the use of other installation methods.

DECISION

Insituform East, Inc. protests the alleged modification to contract No. 00187-94-D-8197, awarded by the Department of the Navy to Video Pipe Services, Inc. (VPSI) under invitation for bids (IFB) No. N62470-94-B-8197 for sewer rehabilitation services at various Navy installations in the Norfolk, Virginia area. Insituform contends that the contract requires use of the inversion installation method, but that the Navy is allowing VPSI to use a winching installation method.¹ By so doing, Insituform argues, the Navy has modified the contract beyond the scope of the contract initially awarded.

We deny the protest.

Because a contract modification that goes beyond the scope of the contract is tantamount to a sole source award that may not be justified, we will review a protest challenging a contract modification where the allegation is that a modification is beyond the contract's scope and therefore should be the subject of a

¹The inversion method involves inverting a resin-impregnated flexible liner into a sewer cavity using water or air pressure; this procedure resembles a sock being pulled inside out. The winching installation method requires dragging the liner into place using a guide wire which is inserted through a manhole opening at the end of the sewer cavity.

new procurement. See Rolm Corp., B-218949, Aug. 22, 1985, 85-2 CPD ¶ 212; Webcraft Packaging, Div. of Beatrice Foods Co., B-194087, Aug. 14, 1979, 79-2 CPD ¶ 120.

Here, the Navy has not issued an actual modification to the contract; it is simply permitting an installation method allegedly precluded by the specifications. The Navy argues that this case cannot involve an out-of-scope modification because the specifications permit the installation approach taken by the contractor. We agree.

Where a dispute exists as to the actual meaning of a solicitation requirement, we will resolve the dispute by reading the solicitation as a whole, and in a manner that gives effect to all provisions of the solicitation. Energy Maintenance Corp., B-223328, Aug. 27, 1986, 86-2 CPD ¶ 234. Moreover, given the fundamental requirement for the use of specifications that permit full and open competition, 10 U.S.C. § 2305(a) (1994), we will not read specifications restrictively unless it is clear from the solicitation that the agency intended such an interpretation. Concrete Sys., Inc., B-259283, Mar. 22, 1995, 95-1 CPD ¶ 158; Ampex Data Sys. Corp., B-248112, July 30, 1992, 92-2 CPD ¶ 71.

The dispute here arises in connection with the following provision in specification section 02740, entitled "Rehabilitation of Sewer Lines (Cured-In-Place Method)":

"PART 1 General

1.1 REFERENCES

All work must meet the following and will form a part of this specification to the extent referenced.

1.1.1 American Society for Testing and Materials [ASTM]

ASTM F1216-91 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion Curing of a Resin-Impregnated Tube.

1.1.2 National Association of Sewer Service Companies (NASSCO)."

The protester points to the language in part 1.1 immediately preceding the reference to ASTM F1216-91: "All work must meet the following and will form a part of the specification to the extent referenced." The protester contends that since the ASTM provision is listed--or "referenced"--all work must be in accordance with it, and since the provision deals only with the inversion method, that method is the sole permissible method of installation. As explained below, while we think that the agency could have expressed its intention to permit all types of installation methods

more clearly, on balance, we cannot conclude that the IFB should be read in the restrictive manner Insituform suggests.

First, ASTM F1216-91 does not itself mandate use of the inversion method; it simply sets out a standard practice to be followed when a contractor decides to perform sewer rehabilitation using an inversion installation method. Further, except for the listing in part 1.1 quoted above, there is no other reference to the ASTM or the inversion method in the contract; on the contrary, under the section entitled "Liner Installation," the specification states only that the contractor is to "follow the manufacturer's directions."² Moreover, part 1.1 includes a general reference to NASSCO, an industry group which publishes a number of manuals on sewer rehabilitation; although these manuals contain information about the inversion method, they also set out guidelines for the winching method of installation, suggesting that alternate installation methods were contemplated. In our view, unless there is explicit language in the specifications stating that all provisions of referenced standards must be followed, the proper interpretation is that the provisions of the standards apply only to the work intended to be encompassed by the standards rather than to all contract requirements.³ See Claude E. Atkins Enters., Inc., B-205129, June 8, 1982, 82-1 CPD ¶ 553. Accordingly, we think the specification reference to the ASTM standard, reasonably read, means only that the use of the inversion method must be consistent with the standard, not that the inversion method must be used.

That being so, we cannot agree with the protester's contention that the agency improperly modified the contract beyond its original scope by allowing VPSI to use other than the inversion method of installation.

The protest is denied.

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²This is in contrast to prior contracts for these services, which specifically referenced the inversion method in the technical specifications when the agency intended to require it.

³We recognize that in response to an earlier Insituform protest challenging award to VPSI, the Navy provided a certification from VPSI that the firm would use the inversion method. At the hearing on the protest, the agency stated that it provided the certification as the most direct response to Insituform's contention that VPSI did not intend to use the inversion method; the agency also testified that it was not the Navy's intention to require bidders to use the inversion method.