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DECISION



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

FILE: B-205122

DATE: March 19, 1982

MATTER OF: SAFE Export Corporation

DIGEST:

1. Protester's contention that award was improperly made to other than low offeror is without merit since agency properly considered prompt payment discount in evaluation of offers and on that basis successful offeror was low.
2. Protester's contention that agency selected wrong conversion rate for evaluation of offers made in foreign currency is academic since awardee's bid would have been low even if agency had applied alternative conversion rate suggested by protester.
3. Appropriation obligation does not alter the contract price and does not entitle contractor to payment up to obligated amount.
4. Mere allegation of improprieties without supporting evidence will not satisfy protester's burden of affirmatively proving its case.

SAFE Export Corporation (SAFE) protests the award of a contract under request for proposals (RFP) No. DAJA06-81-R-0241 issued by the U.S. Army Contracting Agency, Europe (USACAE) for the installation of a security alarm system. The protester asserts that it submitted the low offer and therefore should have received the award. SAFE also claims that the contract was substantially modified immediately after award. We deny the protest.

The RFP requested that all offers were to be submitted in Deutsche marks (DM). Although the awardee, Johnson Controls, complied with this request, SAFE submitted its offer in U.S. dollars. It was necessary for the agency to compare the two offers in accordance with Defense Acquisition Regulation § 6-1105.1 (1976 ed.) which states:

"Conversion for Evaluation Purposes. For purposes of evaluation, offers expressed in whole or in part in U.S.-owned foreign currency shall be converted to show their equivalency in U.S. dollars at the rate of exchange used by U.S. disbursing officers for such currency on the date set for receipt of offers.

The record clearly demonstrates that on the date set for receipt of offer in this case, the official conversion rate was 2.3258 DM to the dollar. Based on this conversion rate, the offers were evaluated as follows:

	SAFE (.5% prompt pay- ment discount)	Johnson (2% prompt pay- ment discount)
Offer in U.S. Dollars	\$ 32,110.00	\$ 31,223.05
less discount	160.55	624.46
Evaluated Offer	<u>\$ 31,949.45</u>	<u>\$ 30,598.59</u>

SAFE contends, without any supporting documentation or evidence, that the conversion rate on the date set for receipt of offers was not 2.3258 but 2.25 DM to the dollar. According to SAFE, if the agency had evaluated the offers on the basis of the conversion rate of 2.25 then SAFE's offer rather than Johnson's would have been low. While we conclude that the agency properly applied the 2.3258 conversion rate, we nonetheless note that even if the conversion rate of 2.25 had been applied, the result would have been exactly the same.

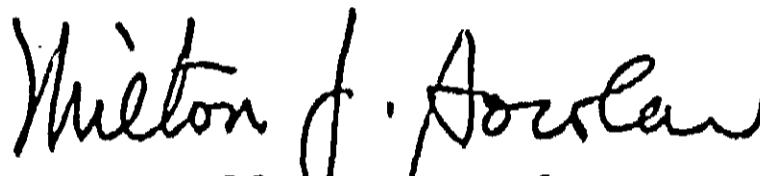
For example, at 2.25 DM per dollar, Johnson's DM 72,618.58 offer less its 2 percent prompt payment discount is \$31,629.39, or \$320.06 less than SAFE's.

SAFE also confuses the accounting and appropriations portion of the award document (block 14) with the portion of that document which specifies the contract price (block 13). Block 13 clearly indicates that DM 72,618.58 [\$31,223.05] is the amount of the contract award. Block 14 shows that \$40,796.96 has been obligated. The obligation was based on a

conversion rate of 1.78 DM per dollar which is clearly an administrative error, given the conversion rate specified by the finance and accounting officer. The appropriation obligation, however, does not alter the contract price, that is, the contractor will only be paid the amount of the contract.

Finally, with respect to the allegation that modifications were made to increase the price of the contract subsequent to award, the protester has the burden of affirmatively proving its case. Reliable Maintenance Service, Inc., --request for reconsideration, B-185103, May 24, 1976, 76-1 CPD 337. Aside from SAFE's vague, unsupported allegation, the record is devoid of information or other evidence to substantiate the assertions. SAFE's mere reference to an unidentified "source" of information is inadequate to satisfy the protester's burden of proof.

The protest is denied.

for 
Comptroller General
of the United States