



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Westec Air, Inc.--Request for Reconsideration

File: B-230724.5

Date: November 22, 1988

DIGEST

1. Request for reconsideration is denied where protester fails to show error of fact or law or information not previously considered which warrants reversal or modification.
2. As a general rule, the General Accounting Office will not review protests based upon contract modifications since modifications are primarily a matter of contract administration and, thus, the responsibility of the contracting agency.

DECISION

Westec Air, Inc., requests reconsideration of our decision, Westec Air, Inc., B-230724.4, Aug. 1, 1988, 88-2 CPD ¶ 104, in which we denied a protest by Westec under invitation for bids (IFB) No. R5-88-19 issued by the United States Forest Service for helicopter services.

We deny the request for reconsideration.

Westec protested that award of a contract to CRI Helicopters was improper because the model of helicopter offered by CRI under line item 11 of the IFB exceeded the maximum weight limitation certified by the Federal Aviation Administration and, thus, the bid was nonresponsive. We held that the bid was responsive since it did not qualify or limit the offeror's obligation to supply a helicopter that met the specification requirements.

In its request for reconsideration, Westec asserts that we failed to consider three critical elements of its protest: (1) the use by the Forest Service of an evaluation criterion that was not made known to bidders and was not mentioned or included in the solicitation; (2) the alleged substitution of a different model helicopter for the one that CRI had

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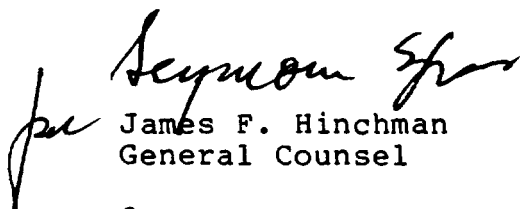
originally bid; and (3) that CRI limited its bid to one line item award of the helicopter model in question and, having been awarded line item 8, allegedly for the model in question, CRI was foreclosed from being awarded line item 11.

Westec's reconsideration request is essentially a restatement of its original protest grounds. Westec's first argument is that the Forest Service used a non-FAA approved Hover in Ground Effect (HIGE) chart to calculate helicopter payloads, without so advising the bidders, and that if an approved FAA chart is used the helicopter listed in CRI's bid does not meet the specification's payload. Therefore, it is Westec's position that use of the unspecified chart was prejudicial. However, we fail to see how the use of the non-FAA approved chart placed Westec or any of the other bidders at a disadvantage or in any way compromised the competition. The Forest Service applied a standard 180 pound download to its calculations for safety reasons. The application of this download places the Forest Service's weight limits below the weight limits obtained using the FAA approved HIGE chart; therefore, the use of different charts was without effect.

Regarding the second point, that there was an improper substitution after the award of the contract, as a general rule, we have refused to review protests based upon contract modifications since modifications are primarily a matter of contract administration and thus the responsibility of the contracting agency. Keyes Fibre Co., B-225509, Apr. 7, 1987, 87-1 CPD ¶ 383. See 4 C.F.R. § 21.3(m)(1) (1988). The replacement of the engine in the original Bell 206L-1 series I helicopter with a larger engine is a modification and not, as the protester contends, a substitution of the original helicopter with a different helicopter.

Regarding the alleged award of two line items for a helicopter model for which CRI had limited its bid to only one line item award, the simple answer is that awards under the two line items were for two different listed helicopter models, which is consistent with the limitation in CRI's bid.

The request for reconsidered is denied.


James F. Hinchman
General Counsel