



Comptroller General  
of the United States

Washington, D.C. 20548

144532

## Decision

**Matter of:** Lago Systems, Inc.

**File:** B-243529

**Date:** July 31, 1991

Willis A. Foley, Jr., for the protester,  
Kimberly Grieger, for Micro Technology, Inc., an interested party.  
Karen Gearreald, Esq., Department of the Navy, for the agency.  
Sylvia Schatz, Esq., David Ashen, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Where request for proposals for computer disk storage system did not require identification by model number or submission of technical information for evaluation purposes, agency reasonably determined that awardee's system satisfied requirement for serviceability on the basis of a specific statement in the proposal offering to comply with the requirement.

### DECISION

Lago Systems, Inc. protests the Department of the Navy's award of a contract to Micro Technology, Inc. (MTI), under request for proposals (RFP) No. N00189-91-R-0070, for a computer disk storage system. Lago argues that MTI's offer should have been rejected because the proposed disk storage system does not meet one of the solicitation's mandatory requirements.

We deny the protest in part and dismiss it in part.

The RFP provided for award to the low, responsible offeror whose product conformed to the requirements of the solicitation. The RFP set forth detailed specifications for the system, but did not require submission of technical proposals, identification by model number of the system to be offered, or the submission of any descriptive literature for evaluation purposes. Nevertheless, of 20 offers received by the closing date, all included descriptive literature. The agency subsequently made award to MTI as the low, technically acceptable offeror. Lago, the next low offeror, thereupon

filed an agency-level protest; following denial of that protest, Lago filed this protest with our Office.

Lago principally argues that the disk drive system offered by MTI does not meet paragraph C.12 of the specifications, which requires the "[disk] drives to have individual power supplies so that each drive can be serviced independently." Specifically, Lago alleges that MTI's proposed MDI 240 system consists of a chassis holding two disk drives, which have a single top cover, a common power supply and a single on/off electrical switch, so that both drives would have to be turned off when either disk required servicing. Lago argues that the disks in the MDI 240 product therefore could not be serviced independently as required by the specifications and that, as a result, the award to MTI was improper. Lago further complains that MTI ultimately did not deliver to the Navy the proposed MDI 240 system, but instead supplied a different system, the "Avenger" series disk drive system.

We find the agency properly determined MTI's proposed system to be acceptable. Again, the solicitation did not require the identification by model number of the equipment to be supplied or the submission of technical information for evaluation purposes. Further, MTI in its offer did not take exception to any of the RFP's specification requirements. On the contrary, MTI proposed to comply with specification paragraph C.12, as well as with all other specification requirements. MTI specifically stated in its offer that "the drives have individual power supplies so that each drive can be serviced independently," and further indicated that it was offering 12 power supplies, that is, one for each of 12 disks; nothing in the accompanying descriptive literature indicated otherwise.

It is clear that MTI offered to comply with that requirement as well as that aspect of the specifications on which Lago's position is based. That is, notwithstanding Lago's assertion that MTI's system has a single power supply that would preclude the required independent servicing, MTI in fact expressly agreed to furnish a system with 12 power supplies. By so offering, MTI unequivocally obligated itself to supply a conforming product, even if the commercial version of MTI's proposed system differs in design. Given the absence of any requirement for descriptive literature evidencing compliance with the specifications, MTI's offer to meet the requirement is all the solicitation required; the offer therefore properly was found technically acceptable. See Jarrett S. Blankenship Co., B-241704, Feb. 19, 1991, 91-1 CPD ¶ 187; Machinery Assocs., Inc., B-237407, Feb. 1, 1990, 90-1 CPD ¶ 139.

Whether or not an offeror is capable of supplying a system in accordance with the specifications is a matter of responsibility. In awarding MTI the contract, the agency necessarily determined that MTI was a responsible prospective contractor. Id.; Universal Shipping Co., Inc., B-223905.2, Apr. 20, 1987, 87-1 CPD ¶ 424. We will not review such affirmative determinations of responsibility absent a showing of possible fraud or bad faith on the part of the contracting officials or that definitive responsibility criteria in the solicitation have not been met. Bid Protest Regulations, 4 C.F.R. § 21.3(m)(5) (1991); see AJK Molded Prods., Inc., B-229619, Feb. 1, 1988, 88-1 CPD ¶ 96. Lago has not alleged any of these exceptions, and our Office therefore will not review the Navy's responsibility determination.

With respect to Lago's complaint that MTI has supplied an "Avenger" series disk drive system rather than the MDI 240 system offered in response to the RFP, we note that MTI explains that the "Avenger" series disk drive is merely a renamed MDI 240 system. Furthermore, the Navy reports that MTI has in fact delivered a compliant system in which each disk drive has its own cover and power supply, and therefore can be serviced independently as required by the specifications. In any case, MTI's performance under the contract is a matter of contract administration, which is the responsibility of the contracting agency and not within the scope of our bid protest function. Standard Mfg. Co., Inc., B-236814, Jan. 4, 1990, 90-1 CPD ¶ 14.

The protest is denied in part and dismissed in part.

  
James F. Hinchman  
General Counsel