

DECISION

Forsythe Computers (Forsythe) protests the award of a purchase order for computer software to Software Plus. Forsythe believes that the process by which the purchase order was issued was flawed and unfair.

A requisition for various quantities of twelve specific items of personal computer software was received by the Chief Procurement and Material Management Service Center on August 8, 1991. The order included 70 copies each of Word for Windows (Word) and Microsoft Excel for Windows (Excel). On August 26, the director of the service center requested the use of simplified purchasing procedures for this procurement, which was estimated to cost \$70,124.00. The procurement specialist orally requested quotes by telephone from four vendors. One offeror did not submit a quote, while two others submitted quotes on both Word and Excel.¹ Forsythe, however, submitted a quote which included 70 copies of Microsoft Office for Windows (Office), an integrated software package which included Word and Excel along with two other programs: Mail and Mail.

The procurement specialist requested a separate quote from Forsythe on Word and Excel unbundled from the Office package and notified Forsythe that she would contact the requiring activity to determine whether Office was an acceptable alternative. She told Forsythe that if it was an acceptable alternative, she would have to get revised quotes from the other offerors on the integrated package. The requiring activity confirmed that Office would be an acceptable substitute. Over Forsythe's objections, the procurement specialist received quotes from the four vendors substituting the integrated package for separate software units. Software Plus' quote on the revised requirement was low and it received the purchase order on August 30, 1991. Forsythe's timely protest followed.

Forsythe strenuously argues that it has been treated unfairly by the contracting officer. It notes that the bundled software package has been in the market for some time, and that the idea of quoting on that basis was not unusual or unique. It states that it has been deprived of the legitimate competitive advantage it seized by recognizing the considerable savings (\$10,000, according to Forsythe's quotes) represented by the bundled software package. It denies that the requirements changed in any manner, and alleges that its original quote met all the necessary requirements. Forsythe thinks that the denial of an award to which it was entitled by the arbitrary and unfair actions of the contracting officer.

The contracting officer states that he decided that the integrated software package was an alternate item offered in response to the Postal Service's original request. He notes that the requiring activity had specifically requested the twelve separate items, and that he was not aware that an integrated software package would be acceptable until he checked with the requiring activity after the submission of Forsythe's quote. Since the substitution of the integrated package for the separate items was a change in the requirement all offerors were given an opportunity to revise their quotes based on the change.

Software Plus has submitted comments indicating that, when it submitted its quote, it intended to quote on precise items covered by the solicitation because of its experience in past solicitations that products may be going to different of. Therefore, since there was no indication that substitutions would be acceptable, its proposal was based on the precise specifications set forth by the procurement specialist. Software Plus argues that Office is a separate software unit and includes software in addition to Word and Excel and has a separate stock keeping unit designation.

The question presented by Forsythe's protest is whether the substitution of the integrated software package of Office for separate Word and Excel programs was a sufficient change in the requirement to require new quotes from the other offerors. PM 4.2.2 g. states that if:

after issuance of a written solicitation, changes must be made in quantity, specifications, or delivery schedule and corrections are needed, an amendment to the solicitation must be issued.

Here, after quotes had been received, it became apparent that the integrated software package was a suitable substitute for named software units. Despite Forsythe's protestations to the contrary, allowing an offer based on the integrated package and a change in the requirement, and, therefore, required an amendment and a new round of offers.¹ Cf., e.g., Eastman Kodak Company, supra; Eastman Kodak Company, P.S. Protest No. 84-77, February 22, 1985. The contracting officer's decision requesting a second round of quotes based on the revised specification was reasonable and will not be overturned.

The protest is denied.

[Signed]

William J. Jones