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**DECISION**



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

**FILE:** B-216561 **DATE:** February 15, 1985  
**MATTER OF:** North American Automated Systems Co., Inc.

**DIGEST:**

1. It is proper for an agency to refuse to consider one firm's offered maintenance warranty in evaluating offers, where offerors never were advised that such warranties would be an evaluation factor; award may not be based on criteria not made known to prospective offerors.
2. An allegation that using equipment purchased from two different vendors will result in system integration problems is without merit where the agency found the equipment could be integrated and the protester presents no evidence to the contrary.

North American Automated Systems Co., Inc. (North American), protests the award of a contract to ITT Courier Terminal Systems (ITT) for 9 of 12 automatic data processing items under request for proposals (RFP) No. DABT39-84-R-0166, issued by the Department of the Air Force for IBM "or equal" equipment. North American also protests the purchase of the remaining three items from IBM Corporation by purchase order under the nonmandatory automated data processing equipment schedule.

We deny the protest.

Due to an urgent need for the equipment, the Air Force orally solicited vendors on an IBM "or equal" basis. ITT was the low offeror on 9 of the 12 items at a price of \$96,724, and IBM's schedule price of \$59,676 was low for the remaining items. Award thus was made to ITT, and a purchase order was issued to IBM, for a combined total price of \$156,400. North American offered the equipment on an "all or none" basis for \$160,856.80, or \$4,456.80 more than the combined ITT and IBM prices.

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North American alleges that its offered price actually was low because, unlike ITT and IBM, its offer included a 1-year maintenance warranty, resulting in a lower life-cycle cost than any other manufacturer. North American also asserts that integration problems will result from attempting to combine the IBM and ITT equipment.

The Air Force reports that it never requested warranty and maintenance prices from vendors since past experience had indicated that each company generally provides a standard commercial warranty varying from 30 days to 1 year. It is the contracting activity's policy, the Air Force explains, to include all purchased automatic data processing equipment in a separate, formally advertised, post-wide maintenance contract. The Air Force also states that integration of the equipment to run identified software products was specified as a minimum salient characteristic and was a factor in evaluating the offers.

Since the record shows that neither maintenance warranties nor life-cycle costs were intended to be considered in the evaluation, the Air Force properly refused to consider North American's maintenance warranty. It is well-established that award may not be based on factors that prospective offerors were not advised would be considered. Kirk-Mayer, Inc., B-208582, Sept. 2, 1983, 83-2 C.P.D. ¶ 288.

North American has presented no evidence in support of its contention that the IBM and ITT equipment cannot function together as part of an integrated system. The Air Force, on the other hand, considered that factor in the evaluation, and concluded that the IBM and ITT equipment could function together satisfactorily; in fact, the Air Force reports that the items have been delivered and are in operation, and that no problems of equipment integration have been encountered. North American's contention thus provides no basis for questioning the awards.

The protest is denied.

for *Seymour Efron*  
Comptroller General  
of the United States