



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Integrated Systems Group, Inc.

File: B-246095

Date: February 18, 1992

Stephen L. Mills for the protester,
Herbert F. Kelley, Jr., Esq., and Capt. Gerald P. Kohns,
Department of the Army, for the agency.
Roger H. Ayer, Esq., and James A. Spangenberg, Esq., Office
of the General Counsel, GAO, participated in the preparation
of the decision.

DIGEST

Agency properly rejected protester's response to a Commerce Business Daily (CBD) notice of the agency's intent to place purchase order for federal information processing equipment against a nonmandatory General Services Administration schedule contract where protester's response did not address mandatory maintenance/repair training and documentation requirements.

DECISION

Integrated Systems Group, Inc. (ISG) protests the Department of the Army, Pennsylvania Air National Guard's order for Zenith Data Systems' desktop computer equipment from Zenith's General Services Administration nonmandatory schedule contract No. GS00K91AGS5054 for the 171st Air Refueling Wing, Greater Pittsburgh International Airport, Pittsburgh, Pennsylvania. ISG contends that the agency improperly rejected its response answering the agency's notice of this requirement published in the Commerce Business Daily (CBD).

We deny the protest.

On September 11, 1991, the agency announced in the CBD its intention to place a purchase order against Zenith's nonmandatory schedule contract for 30 desktop computers, 7 laptop computers, monitors, and accessories. The synopsis listed the equipment by Zenith model number and provided:

"Vendors proposing alternate equipment must provide complete maintenance/repair training for all components for two (2) individuals within four (4) months of receiving equipment as well as two

(2) complete sets of technical/repair manuals for each component, all at no additional cost to the equipment purchase."

The CBD announcement also advised interested firms that their written responses must show that:

"(T)heir ability to meet this requirement by submitting a proposal to include technical data, delivery, maintenance, pricing and other information which shows a bona-fide ability to meet this requirement with alternate equipment. . . . The government will not make any assumptions for items or associated equipment not specifically identified as meeting or exceeding the Zenith requirement."

All responses to the CBD notice were due within 15 days after the notice's publication.

Only Zenith and ISG responded to the CBD notice. The agency rejected ISG's response as technically deficient in two areas. First, ISG's proposed desktop system does not contain two megabytes of random access memory. Also, ISG's response does not address in any way the requirements for training and technical repair manuals.

On September 26, the agency placed a delivery order for the equipment under Zenith's schedule contract, and sent ISG notice of its rejection. On October 7, after learning of its rejection, ISG protested to our Office, contending that the agency had not properly evaluated ISG's response.

Federal Information Resources Management Regulation (FIRMR) § 201-39.803-3 requires an agency to consider responses to a CBD notice of a proposed order from a nonmandatory schedule contract. In cases where the agency finds the responder's items will not meet the requirement announced in the CBD, it must document the contract file with an analysis indicating this determination. FIRMR § 201-39.803-3(b)(2)(i). Where there are no acceptable responses to the CBD announcement, other than the designated schedule contractor, the order may then be placed on that contract. Id.

ISG's proposal made absolutely no mention of either the required training or the technical repair manual documentation. This omission was considered material because ISG had proposed nine different manufacturers' equipment, yet did not indicate that it would or could supply the maintenance/repair training for the agency's technicians, or the

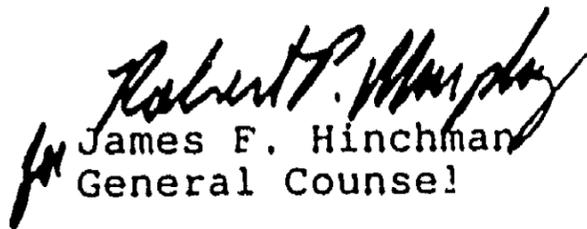
required technical documentation from the nine manufacturers.

ISG asserts that there was no need for it to respond to the training and documentation requirement because "ISG clearly agreed to meet all requirements, terms, and conditions of the CBD notice . . . [t]here was no requirement that ISG submit the manuals with its proposal and the government does not assert one."

ISG views its failure to address the agency's training and documentation needs as a matter of responsibility arguing that the agency's real objection is that "ISG could not provide the manuals within the required timeframe." ISG further contends that the agency mentioned its need for schematics as a reason for not considering ISG's response.

The CBD notice clearly required component-level training and documentation within a specified time of each item of non-Zenith equipment offered. As we have noted, this requested documentation contains the technical details necessary to repair the equipment down to the component level. It is obvious that the requested documentation had to include schematics as well, since repair of electronic components without schematics is more or less impracticable. Since ISG's response made no mention of the documentation, the agency could not determine whether ISG's response was technically acceptable. Under the circumstances, we conclude that the agency reasonably rejected ISG's response.² See Network Sys. Corp., B-243531, July 31, 1991, 91-2 CPD ¶ 117; Racal-Milgo, B-225681, May 5, 1987, 87-1 CPD ¶ 472.

The protest is denied.


James F. Hinchman
General Counsel

¹The agency sought shop manuals similar to the Zenith manuals that it already had. These manuals would provide technical details that would allow agency technicians to continue an in-house computer repair program that already had saved the agency substantial sums. The manuals sought were not "garden variety" "users" manuals that vendors customarily package with commercial computer equipment.

²Since ISG's response properly was rejected on this ground, we need not consider whether the agency could properly reject ISG's response for not offering an amount of RAM equal to that found in the brand name Zenith equipment.