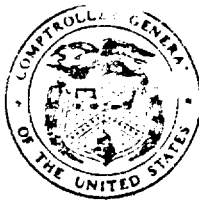


DECISION



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

26688

FILE: B-212659

DATE: November 4, 1983

MATTER OF: Emerson Electric Co.

DIGEST:

1. Where a bidder's descriptive literature consists of a typewritten sheet containing battery final voltage and specific gravity specifications and a printed manufacturer's data sheet indicating different specifications for these characteristics which do not meet solicitation requirements, and the bidder has not clearly indicated the set of specifications that pertains to the battery it offers to supply, the bid is ambiguous and must be rejected.
2. To be responsive, a bid must be an offer to provide the exact thing required by the solicitation. A bid that offers an alarm that indicates when a system consisting of several components is on battery power is not responsive to a solicitation requiring an alarm that indicates when any one component of the system is on battery power.
3. Where it cannot be determined from a protester's drawing submitted with its bid exactly to what the designation "AL" (aluminum) refers, but one reasonable interpretation is that it refers to busing (conductors), the bid is not responsive to a solicitation that requires all busing to be copper.
4. When a bidder takes no exception to the requirements of the solicitation, acceptance of the bid obligates the bidder to supply all items in accordance with the terms of the solicitation.
5. Rejection of a bid as nonresponsive to a solicitation for testing services because the bidder failed to provide literature describing its testing procedures is

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improper since a bidder's testing procedures relate to how the bidder will perform, a matter of responsibility, not responsiveness.

6. Where, taken as a whole, a bidder's drawings and descriptive literature indicate that the bidder's equipment contains all of the controls required by the solicitation, the bid is responsive.

Emerson Electric Co. protests the rejection of its bid as nonresponsive to invitation for bids (IFB) No. DACA45-83-B-0085 issued by the U.S. Army Corps of Engineers, Omaha District. The solicitation was for an uninterruptible power system (sometimes referred to as UPS), related testing and spare parts for the NORAD Cheyenne Mountain Complex, Colorado Springs, Colorado. The agency determined that Emerson's bid was nonresponsive because the descriptive data submitted with the bid either evidenced an intent not to comply with the specifications for, or were otherwise deficient with respect to, the following items:

1. 425-kilowatt batteries
2. UPS on battery alarms
3. Special tools and fittings
4. Electromagnetic interference suppression testing
5. Shock testing
6. Power converter module controls
7. Busing

The protester disputes each of the seven reasons given for rejecting its bid and contends that, by twice issuing and then canceling solicitations for these systems, the agency was, in effect, conducting an auction.

We conclude that the agency properly determined the bid to be nonresponsive regarding the batteries, alarms and busing. We therefore deny the protest. We agree with the protester, however, that the agency's nonresponsiveness determination was not proper with respect to the other four items.

I. BACKGROUND

The issuance of solicitation 0085 was the Corps' second attempt at procuring an uninterruptible power system. The Corps had issued an earlier IFB for the system (DACA45-83-B-0051), but canceled that solicitation because it determined that both of the bids received, from Emerson and from Exide Electronics Corporation, were nonresponsive. The protester does not question in this protest the propriety of that action. The agency received bids from the same two bidders in response to the second solicitation, 0085, and both bidders protested to the agency that the other's bid was nonresponsive. The agency determined both bids to be nonresponsive and the contracting officer canceled the solicitation. Emerson, the low bidder, protested to this Office. The agency then conducted a negotiated procurement under request for proposals (RFP) No. DACA45-83-R-0020 and awarded a contract to Exide.

Upon learning of the award, Emerson filed an action in the United States District Court for the District of Columbia, Emerson Electric Co. v. John O. Marsh, Jr., Secretary of the Army, et al., Civ. No. 83-3027, requesting a declaratory judgment that its bid under solicitation 0085 was responsive. The protester also sought a temporary restraining order (TRO) and a preliminary injunction to prevent further performance of the contract until this Office rendered a decision on the protest. The court denied the application for a TRO, postponed consideration of the preliminary injunction, and requested this Office to submit its decision on the protest as soon as possible.¹

An uninterruptible power system is a system of electrical and electronic components that converts unregulated incoming electrical power into regulated power suitable for a specified use (the "load"), in this case the operation of computers. In the case of deterioration or failure of the incoming utility source, the UPS is designed to provide stand-by electrical power. The system consists of one or more power converter modules (PCMs) together with the required batteries, switches, circuit breakers, and system control cabinets. The solicitation in this case was for eight PCMs and related equipment to feed three output conductors, generally called "distribution buses," identified by the solicitation as critical buses "C" and "D" and critical support bus "E."

¹Emerson also has filed a protest with this Office against the award to Exide under the negotiated procurement, 0020. The court has not requested our views on that protest and we express no opinion here concerning it.

The solicitation at clause 1-1 required bidders to furnish descriptive literature with their bids and warned that failure of that literature to show that the product offered conformed to the solicitation specifications and conditions would require rejection of the bid. Further, the clause stated that a bid would be evaluated strictly on the basis of the information submitted with the bid and cautioned that if bidders submitted standard drawings or published data any modification needed to show compliance of the bid with the solicitation specifications must be clearly shown on the data or drawings submitted. Finally, the clause specified at paragraph 1-1.3 that the following information be furnished:

"(1) Drawings and Descriptive Data.

a. Drawings with dimensions showing the proposed equipment plan for the UPS system. Include Power Convertor Modules, battery racks and batteries, battery disconnect switches, bypass and isolation breakers, system control cabinets, and controls. Drawings shall be drawn to scale.

b. Descriptive Literature describing the features and controls for the Power Convertor Modules, batteries, battery disconnect, switches, bypass switch gear, and system control cabinet. Include literature showing that all plug-in printed circuit boards have a mechanical interlock to prohibit a board from being plugged into the wrong place.

c. Testing data outlining procedures and test for factory test and field testing.

* * * * *

In response to this requirement, Emerson submitted what it termed a "technical proposal" including (1) a "Performance Specification" section, generally describing

its proposed system, (2) an "Equipment Description" section, describing the characteristics of Emerson's proposed components, (3) a "Spare Parts" section, (4) a specially prepared "Battery Data" section including a standard brochure from Emerson's battery vendor, (5) a "Test Procedure" section describing Emerson's standard factory test procedures, (6) a "Specification Compliance" section stating Emerson's intent to comply with all the specification requirements, (7) an "Appendix" concerning the bidder's proposed plug-in printed circuit boards, and (8) a "Drawings" section containing drawings specially prepared by Emerson for this solicitation.

II. GENERAL PRINCIPLES

The regulations provide that after bids have been opened award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the invitation. Defense Acquisition Regulation (DAR) § 2-404.1(a) In order to be considered responsive, a bid must be an unequivocal offer to perform in total conformity with all material terms and conditions of the solicitation (those affecting price, quality or quantity of the goods or services offered), such that acceptance of the bid by the government will bind the offeror to perform in accordance with those terms and conditions. See RAD Oil Company, Inc., B-209047, October 20, 1982, 82-2 CPD 352; Solenergy Corporation, B-208111.2, October 8, 1982, 82-2 CPD 318. Responsiveness must be determined at the time of bid opening and, in general, solely from the face of the bid and material submitted with the bid. Brady Mechanical, Inc., B-206803, June 7, 1983, 83-1 CPD 613. In appropriate circumstances, a solicitation may require the submission of descriptive literature with the bid so the contracting agency can determine what the bidder proposes to furnish and whether the product is acceptable. DAR § 2-202.5. Where, as here, descriptive literature is required to be supplied to establish conformance with the specifications, and bidders are cautioned that nonconformance will cause the bid's rejection, the bid must be rejected if the literature submitted is ambiguous or evidences nonconformity with the specifications. Zero Manufacturing Co., B-210123.2, April 15, 1983, 83-1 CPD 416; Data-Chron, Inc., B-196801, July 29, 1980, 80-2 CPD 78. Such defective descriptive literature will render a bid nonresponsive despite a blanket statement also contained

in the literature submitted with the bid that the item offered will comply with the specifications. IFR, Inc., B-203391.4, April 1, 1982, 82-1 CPD 292.

Finally, the overall determination of the technical adequacy of bids is primarily a function of the procuring agency. We generally accept the judgment of agency technicians and specialists as to the technical adequacy of bids submitted in response to the agency's statement of its needs. Interad, Ltd., B-210013, May 10, 1983, 83-1 CPD 497. We will question such agency judgment only upon a clear showing of unreasonableness, an arbitrary abuse of discretion or a violation of procurement statutes and regulations. Id.

III. ANALYSIS

A. Batteries

The agency's first reason for determining Emerson's bid nonresponsive was that the manufacturer's descriptive literature included with Emerson's bid described a battery that would not meet the specifications. Specifically, the agency contends that although the solicitation required each battery to have a capacity of 425 kilowatts, the capacity of the LCW-17 battery that Emerson proposed to provide is only 392.57 kilowatts.

The solicitation specifications provided at paragraph 6 that "[e]ach PCM's storage battery shall be of sufficient capacity to provide 425kw [kilowatts] of power for 15 minutes at 77 degrees Fahrenheit." As indicated before, the descriptive literature clause specifically required bidders to submit literature describing the batteries and establishing their conformity with the solicitation specifications and warned bidders submitting standard published descriptive data that any modification required should be clearly indicated on the descriptive literature, with any inapplicable material deleted.

The "Battery Data" section of Emerson's descriptive literature included a one-page, typewritten specification sheet, a two-sided, printed specification sheet from C & D Batteries, Emerson's battery vendor, and a fold-out diagram from C & D showing the battery storage racks and listing the dimensions of the racks. The typewritten page included the following:

"6.1 General

This section describes the battery system for the proposed Uninterruptible Power Supply (UPS) System. Performance data is included here and copies of manufacturer's literature are included, as appropriate.

"6.2 Performance Data

Protection Time at 77°F	15 minutes at 400 kw load (425 kw battery)
Number of Batteries	8
Type of Battery	Lead Calcium
Number of Cells/ Battery	182
Specific Gravity	1.250
End Voltage per Cell	1.65 V
Voltage Range	423 - 300 VDC
Max. Current at Discharge	1,418 A at 300 VDC and 400 kw load (425 kw battery)

The printed sheet from C & D, labeled "LCW-Lead Calcium," contained a list of specifications and three charts. The specific gravity specification read, "1.210 nominal at 77°F (25°C)." At the end of the list of specifications, an optional feature was listed but crossed out and initialed. On the first chart, which listed the battery cells' nominal capacities, dimensions, weights, and electrolyte per cell, the LCW-17 cell type was circled and initialed. The second chart, labeled "Power Ratings," indicated for each battery cell type the kilowatts per cell produced over various durations to a final voltage of 1.75 at 77 degrees Fahrenheit and a 1.210 specific gravity. The third chart contained specifications of the battery racks.

As can be seen from the excerpt quoted above, Emerson's typewritten battery data sheet twice indicated that the batteries would be 425-kilowatt. C & D's printed specification sheet, however, suggests that something less than a 425-kilowatt battery would be furnished.

The C & D power rating chart indicated that the kilowatts per cell of the LCW-17 battery is 1.843 over 15 minutes to a final voltage of 1.75 at 1.210 specific gravity. Based on this data, a 182-cell LCW-17 battery would be rated at 335.426 kilowatts ($1.843 \times 182 = 335.426$). In its report on this protest, the Corps stated that it had calculated the capacity of the battery to be 392.57 kilowatts, using 2.157 as the rated kilowatts per cell ($2.157 \times 182 = 392.57$). The Corps did not explain how it determined the kilowatts per cell to be 2.157. After we considered the record to be closed, the agency supplemented its report by explaining that its technical reviewers had found a C & D power rating chart in the agency's technical reviewers' office.² This chart, which was based on a final voltage of 1.65 and a specific gravity of 1.210, indicated that the LCW-17 battery is rated at 2.157 kilowatts per cell over 15 minutes. (The protester submitted with its protest a third C & D power rating chart, this one for the LCWC-lead calcium battery. This chart indicates that the LCWC-17 battery is rated at 2.371 kilowatts per cell over 15 minutes to a final voltage of 1.65 at 1.250 specific gravity ($2.371 \times 182 = 434.522$).

Obviously, from either the C & D sheet submitted with Emerson's bid or the C & D sheet relied on by the Corps, it appears that the offered LCW-17 battery would not meet the solicitation requirement for a 425-kilowatt battery. (The C & D sheet submitted with Emerson's protest was not submitted with the bid and apparently was not in the possession of the agency when it was evaluating bids, so it has no relevance to the propriety of the Corps' actions

²Although the general rule is that responsiveness must be determined from the bid itself, an agency may, when the descriptive data called for by the solicitation is inadequate, rely on information otherwise available to the agency and in existence prior to bid opening. IFR, Inc., supra.

here.) It is a well-settled rule of government procurement that when one portion of a bid indicates compliance with the specifications but another portion indicates that the agency's material requirements will not be met, the bid must be viewed as ambiguous and rejected as nonresponsive. See p.5, supra. Consequently, we believe the Corps acted properly in viewing Emerson's bid as nonresponsive to the 425-kilowatt battery requirement.

B. Alarms

The second basis for determining the bid was non-responsive was that Emerson's descriptive literature and its module control drawing omitted the "UPS battery on alarm" required by subparagraph 6.2 of the specifications.³ The protester's response is that the solicitation did not require a "UPS battery on alarm." In addition, there was no requirement, says the protester, for a bidder to "identify" each and every alarm required by the specifications. In any event, says the protester, its bid did indicate a battery discharge alarm for each PCM that would sound when the battery was "on" and an alarm on the system control panel labeled "On battery."

Subparagraph 6.2 of the solicitation, titled "PCM Alarms," listed 17 alarms to be provided "for each PCM." Among the 17 PCM alarms were a "Battery discharging alarm" and a "UPS on battery alarm." The solicitation also listed at subparagraph 6.4.2 a number of system level alarms to be provided on each system control cabinet. One such alarm was a "module summary alarm--one for all alarms on each PCM." The descriptive literature clause required bidders to include with their bids drawings with scaled dimensions showing the proposed PCMs, system control cabinets and controls. The clause provided further for bidders to include literature describing the features and

³The specifications required a "UPS on battery alarm," while the agency refers to Emerson's failure to specify a "UPS battery on alarm." Since neither party has argued that there is a difference between a "battery on" alarm and an "on battery" alarm we assume that the agency's references to a "battery on alarm" are merely typographical errors.

controls of a number of system components, including the PCMs and the system control cabinets.

Emerson submitted a number of drawings with its bid, most of which bore the same identifying number, EIC 831335. Two of the drawings, labeled "Installation Drawing, UPS Module, NORAD (Systems C&D)" and "Installation Drawing, UPS Module, NORAD (System E)," depicted the module control panels of the PCMs that would be used to feed critical buses C and D and critical support bus E. The control panels on both drawings were substantially the same. Both control panels showed only a "Batt. discharge" alarm.

We agree with the agency that Emerson's bid was non-responsive because its descriptive literature and drawings did not indicate an intention to provide a "UPS on battery" alarm for each PCM. The solicitation required both a "Battery discharging" alarm and a "UPS on battery" alarm for each PCM. The apparent purpose of the first alarm is to indicate when current is being drawn from the PCM's battery, that is, discharging. The agency states that the purpose of the second alarm is to alert monitoring personnel that a specific PCM is operating on battery power. Emerson's bid was clearly compliant with the requirement to provide the first alarm. As to the second alarm, however, Emerson's descriptive literature did not mention a "UPS on battery" alarm as a feature of the PCM control panels. The literature describing the system control panels did mention at paragraph 4.8.2.3 an "On Battery" alarm, however neither the descriptive literature that accompanied the bid nor anything the protester submitted in connection with this protest explains precisely the function of this alarm. As we read the literature, it appears that the purpose of this alarm is to indicate when the UPS system controlled by that control cabinet, which system may consist of two, three or six PCMs, is operating on battery power. The alarm does not appear to indicate which of the PCMs comprising that system is actually operating on battery power.

The protester argues that its battery discharge alarm satisfies the requirement for a "UPS on battery" alarm because its alarm indicates when the battery is "on" and supplying power to the UPS. The fact that a PCM battery is "on," that is, discharging, does not necessarily mean, however, that the PCM is operating on battery power. In our view, Emerson's literature does not describe an alarm for each PCM that indicates both that the PCM's battery is discharging and that the PCM is on battery power.

C. Busing

Subparagraph 2.4 of the solicitation required all busing used in the UPS equipment to be copper. Basically, a bus (sometimes called a busbar) is a conductor, or group of conductors serving as a common connection for two or more circuits. IEEE [Institute of Electrical and Electronics Engineers] Standard Dictionary of Electrical and Electronics Terms (2d ed. 1977). The agency determined Emerson's bid to be nonresponsive because, although the bid showed that some of the bus work would be copper, some of Emerson's drawings still showed aluminum. Apparently, Emerson's proposed use of aluminum busing was one of the reasons that Emerson's bid was considered nonresponsive under the first invitation for bids.

The protester acknowledges that some of its drawings do mention aluminum (indicated by the chemical symbol "AL"), but argues that these references are to "interconnect wiring," not busing. The protester says that "interconnect wiring" is wiring used to connect the various components of the system to each other and the system to the incoming power source and to the load. Since it is the general contractor and not the system contractor who is to install the equipment, the protester argues that "interconnect wiring" will be supplied by the general contractor. The drawings show, says the protester, that all of the busing in its equipment will be copper.

One of the drawings Emerson submitted with its bid, labeled "Installation Drawing, UPS Module NORAD (Systems C & D)," showed various features and dimensions of the power control modules. There are two mentions of aluminum on this drawing:

"Input cable connections
(4) 250-500 MCM CU. or AL"

and

"Output cable connection
Lug size:
(4) 250-500 MCM
CU or AL"

We cannot determine from the drawing exactly to what the designation "CU or AL" refers. It could, as the protester asserts, simply refer to the type of wiring that may be used by the general contractor in installing the system.⁴ It could also refer to the type of lug to be used. On the other hand, it may refer to the "connection," which could be said to be a "bus," as we understand the meaning of that term. This appears to be the agency's interpretation. In any event, since it is not clear to what these symbols refer, we believe the use of both symbols created the possibility, under the agency's reading of the drawing, that at least some of Emerson's busing might not be copper. In such cases, where an agency cannot be sure of what it is committing itself to buy, the bid is ambiguous and must be rejected.

As indicated by our discussion to this point, we agree with the agency that Emerson's bid was nonresponsive in three areas. The agency's rejection of the bid thus was proper, and we deny the protest. Because the District Court has requested our views, however, we will discuss the remaining four reasons listed by the agency for rejecting the bid.

⁴We note that the solicitation states that the equipment is to be turned over by the system contractor to the general contractor. The system contractor is required to provide a technical representative to observe the handling of the equipment during installation by the general contractor. We found no mention in the solicitation concerning who is to supply the "interconnect wiring" and we express no opinion on the protester's argument that this is the general contractor's responsibility.

D. Special Tools and Fittings

The agency determined that Emerson's bid failed to indicate that Emerson would supply special tools and fittings required to assemble the batteries. The agency also argues us that if assembly of Emerson's batteries requires no special tools or fittings, then Emerson should have so stated in its bid. The protester contends the solicitation did not require its literature to state affirmatively that it would supply special tools and fittings. In any event, the protester says it knows of no "special tools" needed to assemble its batteries and that such equipment as is required to assemble the batteries was described in the "Battery Data" section of its bid. Since it took no exception to any item relating to either the batteries or battery installation, and in fact expressly stated its intent to comply with all aspects of the solicitation, Emerson asserts that its bid was responsive, even if some special tools or fittings are required to install the batteries.

The solicitation listed at subparagraph 7.6.2 a number of accessories that were to be supplied with the batteries. Among the listed accessories was "Special tools and fittings required to assemble the batteries." As we read subparagraph 7.6.2, the contractor would be obligated to supply special tools and fittings only if such items were required to assemble the batteries. We agree with Emerson that the descriptive literature clause relating to battery features and controls does not require that the bidder state in its literature whether such items will be required or to describe such items if they are required.

In section 4.9 of the "Equipment Description" part of its descriptive literature Emerson listed the accessories that would be provided with the batteries. The list contained all of the items specified in section 7.6.2 of the solicitation except there was no mention of special tools or fittings. In the "Battery Data" section of its bid, Emerson provided a diagram from the battery supplier which illustrated assembly of the battery racks and contained rack dimensions and a parts list. There was nothing in either the "Equipment Description" or "Battery Data" sections of Emerson's literature that suggested that assembly of the batteries or the battery racks required

special tools or fittings not otherwise listed. Since Emerson took no exception to the requirement to provide special tools and fittings, even if the assembly of its batteries should require such items, we conclude the protester's bid would obligate it to supply such items.

E. Electromagnetic emissions

The agency rejected Emerson's bid in part because Emerson did not state that its equipment would comply with Military Standard-461B, dealing with electromagnetic emissions. In its report on this protest, the agency adds that Emerson did not comply with the requirement to provide descriptive data on what would be done in connection with electromagnetic testing. The protester contends that there was no requirement for it to state affirmatively that it would comply with Military Standard-461B but, in any event, its intent to comply was evident from the face of the bid. The protester argues that since electromagnetic interference suppression and certification were specifically listed on the same page of the solicitation on which Emerson placed its bid price, there could be no doubt that Emerson intended to comply with these requirements. The agency's response to this argument is that because the solicitation required the submission of a lump sum price, it could not be assumed that Emerson's price included the required testing.

Subparagraph 5.4 of the solicitation provided that the UPS must not affect nor be affected by existing electronic systems, such as telephone or ground-based radio, and that, except for an adjustment, the system must comply with the standards for conducted and radiated electromagnetic emissions set forth in Military Standard-461B. The solicitation provided further at subparagraph 10.1 that the UPS contractor would be required to test the system for compliance with the requirements of the solicitation. The descriptive literature clause of the solicitation required bidders to submit "[t]esting data outlining procedures and tests for factory test and field testing."

We do not agree with the agency that Emerson's bid was nonresponsive because it failed to state that its equipment would comply with Military Standard-461B. An unqualified bid normally is sufficient to bind a bidder, provided the solicitation specifications adequately

describe the government's actual requirements. White Plains Electrical Supply Co., Inc., 55 Comp. Gen. 340 (1975), 75-2 CPD 205. In this case, Emerson took no exception to the requirements of Military Standard-461B, which the solicitation expressly incorporated by reference. The agency does not suggest that this Standard does not adequately describe its requirements. Emerson was not required to parrot back the provisions of the solicitation in order to be considered responsive.

The agency also reports that it considered the Emerson bid nonresponsive because Emerson did not provide descriptive data on what it would do in connection with electromagnetic testing.⁵ This too was not a proper basis for rejecting Emerson's bid. As indicated, the descriptive literature clause required the submission of data outlining testing procedures, that is, explaining how these testing services would be performed. However, information describing how a bidder would perform a service may be evaluated in connection with bidder responsibility, but has nothing to do with bid responsiveness. Lapteff Associates; Martel Laboratories, Inc; Kappe Associates, Inc., B-196914, B-196914.2, B-197914, August 20, 1980, 80-2 CPD 135, affirmed on reconsideration, 60 Comp. Gen. 28 (1980), 80-2 CPD 272. The test of responsiveness in formal advertising is whether the bidder has offered to do what is required by the solicitation and not whether the proposed method of performance is satisfactory. This is so regardless of solicitation language requiring inclusion of information regarding the bidder's method of performance for the bid to be responsive, because a contracting agency cannot turn a matter of responsibility into one of responsiveness by the terms of the solicitation. Id. Thus, even though Emerson's bid may not have complied with the solicitation's requirement

⁵There appears to be no specific reference in the solicitation to electromagnetic testing. The solicitation contains only a general requirement for the contractor to test the system for compliance with the requirements of the solicitation. The protester does not contend that there is no requirement for the contractor to perform electromagnetic emissions testing.

to describe its electromagnetic emissions testing procedures, since Emerson could not have been required to submit such literature to establish the responsiveness of its bid, the failure to provide the required literature could not properly have been the basis for a determination that the bid was nonresponsive.

F. Shock tests

The solicitation, at paragraph 9, required all the equipment to be shock tested and set out the shock environment that acceptable equipment would have to endure. The agency rejected the protester's bid in part because it failed to mention that the shock testing requirement would be met. The agency argues that under the descriptive data clause, which required the submission of data on testing, Emerson was required to submit "some information" on its shock testing but did not. The protester does not deny that its descriptive literature failed to describe its shock tests but argues that since it took no exception to the shock testing requirement it would be required to perform these tests if awarded the contract.

We agree with the protester. Emerson's bid was unqualified with respect to the shock testing requirement and would therefore have been sufficient to bind the protester to perform in accordance with the terms of the solicitation. White Plains Electrical Supply Co., Inc., supra. Any data on shock testing apparently would indicate how, not whether, the testing would be performed and, as stated above, this relates to bidder responsibility rather than bid responsiveness. See Lapteff Associates, et al., supra.

G. PCM controls

The agency determined Emerson's bid to be nonresponsive in part because its descriptive literature and drawings did not show the PCM controls as required by subparagraph 6.3 of the solicitation. Specifically, the agency notes that Drawing No. EIC 831335 submitted by Emerson did not show any circuit breakers or push buttons. The protester contends that the drawings and other descriptive literature it submitted with its bid clearly depicted and described all of the controls and lights required under subparagraph 6.3. In our view, when read together, we believe that Emerson's descriptive literature and drawings do show the existence of all required controls.

Subparagraph 6.3 of the solicitation specification provided:

"6.3 PCM CONTROLS AND LIGHTS The manufacturer shall install as a minimum the following controls and status indicating lights on each PCM.

"Input circuit breakers and controls.
Battery circuit breaker push buttons.
Inverter output circuit breaker(s) push buttons.
Lamp test/reset push button.

A PCM mimic bus with lights shall give the status indication of AC input breakers, battery breaker, and AC output breaker(s). Each breaker is to have two lights, one lit when the breaker is closed, and the other lit when the breaker is open."

Emerson's specific arguments and our observations and conclusions concerning each of the required features follow.

1. Input circuit breakers and controls

Emerson contends that its Drawing No. EIC 831335 does show input circuit breakers which, says the protester, are controlled by manual switches also depicted on the drawing.

Two of Emerson's drawings, both identified as "Installation Drawing, UPS Module, NORAD (Systems C & D)," showed various details of the PCMs. One drawing showed the entire PCM and the other depicted just the front of the module control panel. In the middle of the control panel drawing was a rectangular block labeled "Mimic Panel." On the left side of the mimic panel were two small rectangular blocks, in which were written "Input 1" and "Input 2." From each of these blocks, a line led to a small circle which was connected by an arc to another small circle. The other installation drawing showed the entire PCM which included a panel containing two small

rectangular blocks. At the bottom of the panel was written "Input CKT BRKRS." Also shown was a side view of this panel, labeled "Input Cable Connections," which appeared to indicate that the small blocks on the panel contained handles. The protester contends that this drawing clearly indicates to anyone familiar with electrical equipment installation drawings that there are handles on this PCM panel for manual operation or "control" of circuit breakers.

The arc symbols used by Emerson on its drawing of the module control panel were also used elsewhere in the drawings accompanied by the words "breaker," and we are reasonably convinced that the symbols used represent the existence of circuit breakers. As we read the drawings, the actual controls for those circuit breakers are not on the module control panel, but, rather, on another panel on the PCM containing the input cable connections. In our view, the two drawings read together do show input circuit breakers and controls, on the PCM, as required by the solicitation.

2. Battery circuit breaker push buttons

The protester refers to several sections of its descriptive literature which, it says, when read as a whole, indicate that the module control panel has battery circuit breaker push buttons. We agree with the protester.

On the installation drawing described above depicting the module control panel, there was a block labeled "Battery" below the block labeled "Input 2." As with the two input blocks, a line led from the battery block to a pair of "off-on" circles connected by an arc. Below the "off" circle were the words "Battery breaker trip." The "Equipment Description" section of the protester's literature stated at paragraph 4.9.2, "A push button is provided on the module control panel to trip the battery disconnect remotely." The "Test procedures" section of the literature stated on sheet 5 at paragraph 1.6.2, "Battery circuit breaker trip push button switch. Check if ok." Reading all of these provisions together, it appears that Emerson's module control panel has a battery circuit breaker that is operated by a push button. This plainly conforms to the requirements of the solicitation.

3. Inverter output circuit breaker(s) push buttons

We also agree with the protester that its literature describes an inverter output circuit breaker push button. The module control panel drawing shows a block labeled "Inverter non-o-sync" with a line leading to a pair of circles connected by an arc. There is a line from the "on" circle to a block labeled "Output." Below the "off" circle is written "Output breaker trip." The "Test Procedures" section of the protester's literature indicates on sheet 5 at paragraph 1.7.1 that one of the tests on each PCM is "UPS output circuit breaker trip, push button switch. Check if ok." Read together, these items in Emerson's descriptive literature indicate the existence of a push button switch controlling an inverter output circuit breaker as required by the specifications.

4. Lamp test/reset push button

Finally, we agree with the protester that its data indicates the existence of a lamp test/reset push button.⁶ The module control panel drawing shows a large block labeled "Control." The only item contained within the block is a dark circle labeled "Lamp Test/Reset." Emerson's literature explains at paragraph 4.8.2.3 of the "Equipment Description" section that the PCM alarm indicators can be reset or tested by the "Lamp Test/Reset button." Also, the PCM "Test Procedures" section on sheet 4 at paragraph 1.4.1.1 provides for testing a lamp test/reset pushbutton switch. We conclude that, read as a whole, Emerson's descriptive literature indicates that each PCM is equipped with a lamp test/reset push button, as required by the solicitation.

IV. CONCLUSION

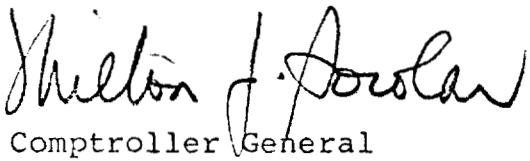
Although the protester is correct with respect to certain aspects of its protest, we find that the agency

⁶Emerson's literature describes a lamp test/reset push button which only tests the alarm lamps. It is not clear from the solicitation specification exactly which lamps are to be tested by this button. Since the agency has not argued that Emerson's test button does not function with respect to all the required lamps, we assume that only the alarm lamps need be tested.

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properly rejected its bid as nonresponsive because of ambiguous or inadequate descriptive literature. Thus, since both bids submitted in response to solicitation 0085 were nonresponsive, the agency acted properly in canceling the solicitation, and we see no merit to the protester's contention that the agency was conducting an auction.

We deny the protest.

for 
Comptroller General
of the United States