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The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: American Induction Heating Corporation

File: B-227059

Date: August 18, 1987

DIGEST

Protest of agency's determination that awardee's offered system was technically acceptable is denied where the record indicates that the agency's position was correct.

DECISION

American Induction Heating Corporation (AIH) protests the award of a contract to Tocco, Inc. under request for proposals (RFP) No. DAAA22-86-R-9026, issued by the Department of the Army, Watervliet Arsenal in Watervliet, New York, for an induction heating system. AIH principally questions the technical acceptability of Tocco's proposal.

We deny the protest.

Award was to be made to the low, technically acceptable and responsible offeror. All five proposals received were included in the initial competitive range, but after written discussions were held and responses were considered, the Arsenal determined that only the proposals submitted by Tocco and AIH were technically acceptable. The agency requested that these two offerors submit best and final offers (BAFOs). The agency subsequently made award to Tocco based on its lowest cost, technically acceptable offer.

Paragraph 3.3.1.2 of the specifications provided:

"The induction heating system shall be equipped with diagnostic capabilities covering the control itself, the interface and the induction heater. As a minimum, diagnostic capability shall include the display of a message or other meaningful indicator to permit isolation of any fault which causes the induction heating system to be inoperable. This includes electrical electronic faults and also any mechanical faults which result in operation of a safety interlock."

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AIH claims that it is the only manufacturer that can provide "a computer aided built-in self diagnostic system," and therefore is the only manufacturer capable of meeting the requirement in paragraph 3.3.1.2 for a diagnostic capability. Accordingly, it concludes that Tocco's proposal could not have been technically acceptable. We disagree.

The solicitation required proposals to include a completed statement of compliance in which offerors were to mark beside numbered paragraphs of the specifications one of two blocks, "Comply" or "Non-Comply." In addition, the solicitation provided that "brochures, illustrations, narratives, drawings and sketches pertinent to the equipment being offered are permissible and are encouraged." Tocco indicated in its statement of compliance that it would "Comply" with the requirement in paragraph 3.3.1.2 for a diagnostic capability; stated that its proposed induction heating system would include an Allen-Bradley PLC-3 programmable controller system; and stated further that:

"the control will . . . include power supply metering and diagnostic capability of the control and the induction heating system. This will include a 'smart display' of messages which will identify faults which cause the induction heating system to be inoperable. This includes electric, electronic and mechanical faults such as under frequency, over frequency, ground fault, water pressure, water temperature, door ajar, limit switch open, etc."

Given the inclusion of this information in Tocco's proposal, we have no basis to question the reasonableness of the Arsenal's determination that Tocco's proposal was technically acceptable. See Digital Equipment Corp., B-219435.2, Nov. 26, 1985, 85-2 CPD ¶ 600.

To the extent AIH is alleging that Tocco will be unable to supply an induction heating system with a diagnostic capability conforming to the specifications, and thus is nonresponsible, the protest concerns a matter of Tocco's responsibility. Our Office will not review an agency's affirmative determination of responsibility absent circumstances not relevant here. 4 C.F.R. § 21.3(f)(5) (1987). Similarly, whether Tocco in fact supplies a system conforming to the specifications is a matter of contract administration not for consideration by our Office. 4 C.F.R. § 21.3(f)(1).

AIH also contends the Arsenal unfairly deprived it of an opportunity (allegedly extended to Tocco) for additional

discussions, despite its specific request for an opportunity to explain its proposal in detail. AIH claims it would have asked at the meeting whether a less expensive, alternative approach for providing a diagnostic capability would conform to the specifications. The Arsenal explains, however, that there was no need for oral discussions with AIH since its proposal was technically acceptable, and that since AIH never raised any questions concerning the requirement for a diagnostic capability, it had no reason to discuss this requirement. The agency also explains that representatives of Tocco and another firm were present at the Arsenal on two occasions, not to discuss this procurement but, rather, to conduct a general seminar on the state of the art in induction heating. On these facts, we find no basis for concluding that the discussion process was unfair or improper.

The protest is denied.

for *Seymour S. Gross*
Harry R. Van Cleve
General Counsel