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DECISION

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

FILE: B-213647.2 **DATE:** July 2, 1984

MATTER OF: Spectrum Leasing Corporation

DIGEST:

Protester's view that IFB not only required offered equipment to have operated successfully in a production environment for 6 months before the IFB was issued, but also to have operated during that period within specified environmental and compatibility parameters that will be present at the contracting agency's facility, is unreasonable, since the IFB clearly only required the offered equipment to be capable of operating within the specified parameters.

Spectrum Leasing Corporation protests any contract award by the Air Force to Vion Corporation to supply and maintain a direct access and storage device under invitation for bids (IFB) No. F40650-83-B0085. The solicitation's basic requirement was to supply the Air Force's central computer facility at the Arnold Engineering Development Center, Tennessee with a completely operational data storage system capable of storing 20 billion bytes of data. The solicitation also included 3 options, under each of which the Air Force can acquire an additional capacity of 10 billion bytes.

The protester argues that Vion Corporation's bid failed to meet the following requirement contained in paragraph C-3, "VENDOR CONSTRAINTS":

> "b. Requirement for Proven Equipment. All equipment must have been successfully operated in a production environment at commercial/government sites for at least a six-month period prior to the issuance date of this IFB."

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While Vion Corporation's offered equipment had not been installed in the United States for 6 months prior to the issuance of the IFB, it had been installed in Japan. The protester argues that because the equipment installed in Japan did not operate under conditions that met certain other IFB specifications, the equipment does not satisfy paragraph C-3.

We deny the protest.

The other specifications with which the protester argues Vion Corporation's equipment failed to comply are paragraph C-4 "ENVIRONMENTAL CONSTRAINTS" and paragraph C-5 "COMPATIBILITY CONFIGURATION CONSTRAINTS." Paragraph C-4 required that "all equipment" be capable of installation and operation within the floor space, power and air conditioning resources at the computer facility. Paragraph C-5 basically required that "all equipment" be totally hardware and software compatible with specified Amdahl and IBM computer systems and the IBM system control program, and "capable of configuration and operation over a primary and an alternate channel path with" those system processors.

In addition to these and other technical specifications, the solicitation included a requirement for bidders to submit descriptive literature before the time set for bid opening. This provision explained that the purpose of the literature was "to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to pertinent design and installation dimensions and performance characteristics of the hardware and maintenance plan." The provision also warned that the failure to furnish the descriptive literature on time, or the failure of the literature to show that the offered equipment conforms to the specifications, would result in the bid being rejected. Neither this provision nor any other clause in the solicitation required that bidders submit evidence of compliance with Paragraph C-3, Requirement for Proven Equipment.

Vion Corporation submitted descriptive literature for its offered system with its bid, but did not submit any information to show that its equipment previously had been successfully operated in a production environment. After bids were opened, Vion Corporation and Hitachi America, Ltd. sent the Air Force letters stating that the equipment had been installed in certain specified commercial sites in Japan more than 6 months prior to the issuance of the IFB.

Based on those letters and on a technical review conducted by the Air Force, the contracting agency determined that Vion Corporation's bid complied with the IFB's specifications and requirements. The Air Force proposes to award a contract to Vion Corporation.

The protester basically argues that since the requirements contained in paragraph C-4 and C-5 apply to "all equipment," and the Requirement for Proven Equipment also applies to "all equipment," any offered system that had operated in a production environment for 6 months prior to the issuance of the IFB must also have met all the requirements of paragraphs C-4 and C-5. The protester also argues that the awardee's offered equipment was not even commercially available 6 months prior to the IFB's issuance.

It is the agency's view that the Requirement for Proven Equipment was distinct from the other technical specifications and that those specifications could be met by the submission of technical data showing that the offered equipment had the capability to operate successfully in the environment described by the IFB. As we understand the Air Force's position, the purpose of the Requirement for Proven Equipment was to establish the equipment's reliability of performance under working conditions, and the agency did not really care whether or not those conditions were precisely identical to the working conditions under which the equipment would have to perform for the Air Force. The Air Force was satisfied by Hitachi's representations that Vion Corporation's offered equipment had met the Requirement for Proven Equipment.

We believe the Air Force properly found that Vion met the Requirement for Proven Equipment. The protester's interpretation that the paragraph C-4 and C-5 requirements must be read into paragraph C-3 is unreasonable. The requirements in paragraph C-4 and C-5 expressly were directed at what the offered equipment must be "capable" of doing, not what the equipment had done in the past. Thus it was not necessary that the equipment already have demonstrated its compliance with those requirements. Accordingly, we believe paragraphs C-3 through C-5 required only that the equipment must have operated in a production environment for 6 months (paragraph C-3), and must be capable of operating within the projected environment (paragraph C-4), in compatibility with the listed systems and components (paragraph C-5).

The protester also argues that certain of Vion Corporation's offered equipment (National Advanced Systems Model 7380) could not possibly have been installed in a production environment 6 months prior to the issuance date of the IFB, September 16, 1983. To support its position, the protester cites a Computerworld article, dated May 16, 1983 (4 months before the IFB's issuance), stating that the equipment was not then commercially available and would not be available until August of 1983. The Air Force, however, has submitted an article from Management Information Systems Week, dated December 7, 1983, stating that the original manufacturer, Hitachi, began shipping units in Japan as early as April 1982. Correspondence in the record from Hitachi to the Air Force explains that the first installations occurred at test sites, but that the first commercial shipment took place in February 1983, more than 6 months prior to the IFB's issuance date. We therefore believe the protester has failed to meet its burden of affirmatively proving its version of the facts.

The protest is denied.

for Milton J. Socolar
Comptroller General
of the United States