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The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Discount Machinery & Equipment, Inc.--Request for
Reconsideration
File: B-223547.2
Date: October 2, 1986

DIGEST

Decision denying protest against rejection of proposal for failure to provide adequate technical information to permit evaluation is affirmed. Even if added literature describing various models of equipment and available options and configurations were provided with proposal, rather than with protest as record had indicated, literature does not identify precise configuration offered so as to permit evaluation; an inadequacy not cured by protester's blanket offer of compliance in response to the requirement for complete technical information. Moreover, protester should not have expected agency to initiate discussions after best and final offers to correct inadequacies in proposal.

DECISION

Discount Machinery & Equipment, Inc., requests reconsideration of our decision Discount Machinery & Equipment, Inc., B-223547, Aug. 29, 1986, 86-2 C.P.D. ¶ ____, in which we denied Discount's protest against the Department of the Navy's award of a contract to another vendor under request for proposals (RFP) No. N00600-86-R-1295. We affirm our decision.

The RFP was for the acquisition of a metal shearing machine for use in cutting metal plates used in shipbuilding. The RFP required that offerors submit descriptive literature that would clearly establish that their equipment met the technical requirements and cautioned that offers which did not present sufficient information to permit a complete technical evaluation by the government might be rejected.

The Navy rejected Discount's offer because the accompanying descriptive literature did not address some of the technical requirements stated in the RFP and was inconsistent with others. We denied Discount's protest because we found the Navy's assessment of Discount's proposal to be reasonable.

Discount contends that our decision was in error because, in its offer, Discount specifically stated that it would meet or exceed all specifications. Discount also asserts that what we considered to be new literature, provided with Discount's protest, was actually provided to the Navy with Discount's best and final offer and argues that this literature demonstrates that its offer complies with the Navy's requirements. Discount states that if the Navy still had questions about its proposal after receiving the best and final offer, the agency should have inquired by telephone.

The Navy's report in response to Discount's protest indicated that the Navy first received the new literature, which even Discount described in its initial protest as being published after bid opening, with Discount's protest. However, even if this brochure were provided with Discount's best and final offer, as Discount now states, it would not change our decision. Although the brochure in question describes several different models of shears and a variety of available options and configurations manufactured by Discount's supplier, it is not possible, even in conjunction with the other literature provided, to ascertain the precise configuration offered. Further, since the Navy's RFP required detailed technical information, Discount's assertion in its proposal that it would meet or exceed all specifications was an inadequate response in that it did not enable the Navy to identify and evaluate the exact equipment offered; a blanket offer of compliance is not an adequate substitute for detailed descriptive information requested for evaluation purposes. AEG Aktiengesellschaft, B-221079, Mar. 18, 1986, 65 Comp. Gen. ____, 86-1 C.P.D. ¶ 267.

Moreover, Discount should not have expected the Navy to initiate further discussions to correct the inadequacies in Discount's proposal. Where a "best and final" offer is requested, the offeror is responsible for assuring that it submits just such an offer, and should not expect any further discussions once it has made a submission. Mount Pleasant Hospital, B-222364, June 13, 1986, 86-1 C.P.D. ¶ 549.

In sum, we find no basis to conclude that our decision was in error. That decision therefore is affirmed.

Harry R. Van Cleve
Harry R. Van Cleve
General Counsel