



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## **Decision**

**Matter of:** Interand Corporation

**File:** B-224512.2

**Date:** December 31, 1986

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### **DIGEST**

A bid offering an "equal" product under a brand name or equal solicitation must contain sufficient descriptive literature to permit a determination that the product possesses the salient characteristics specified in the solicitation, a requirement that is not met by a bid that merely parrots back the salient characteristics specified.

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### **DECISION**

Interand Corporation protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F05604-86-B-0061, issued by Peterson Air Force Base, Colorado. We deny the protest.

The solicitation was for various items of audio, video, and freeze-frame teleconferencing equipment to be delivered under a 1-year requirements contract, with two 1-year options. The equipment is needed by the North American Air Defense Command (NORAD) to verify data gathered at remote radar sites. The solicitation required unit prices on various items of brand name equipment or on "equal" items, and contained the Brand Name or Equal clause prescribed by the Department of Defense Federal Acquisition Regulation Supplement, 48 C.F.R. § 252.210-7000 (1985). The IFB incorporated by reference the Descriptive Literature clause prescribed by the Federal Acquisition Regulation (FAR), 48 C.F.R. § 52.214-21. The Air Force rejected the protester's low bid as nonresponsive with respect to contract line item number (CLIN) 6001, which was for a time base corrector, and CLIN 6005, which was for a RGB to NTSC (Red/Green/Blue to National Television Systems Committee) color encoder.

With respect to CLIN 6001, the time base corrector, the solicitation listed as the brand name item a Chroma Electronics, Ltd. (CEL)/Video Teknix, Inc. (VTI) model No. ITL-1 and specified a number of salient characteristics of that

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item that any offered "equal" product would have to possess. Interand bid on a CEL P147-20/Interand TBC 110 and included with its bid a typewritten sheet which repeated verbatim the salient characteristics listed in the IFB. At the bottom of the sheet was the following: "The CEL P147-20/Interand TBC 110 Time Base Corrector is equivalent to and meets or exceeds all specifications of the CEL/VTI ITL-1." After bid opening, and at the request of the agency, Interand provided the agency with additional material describing its TBC 110 and the CEL P147-20.

The agency evaluated Interand's bid on CLIN 6001, including the material submitted after bid opening, and determined that the available material was not sufficient for it to determine that the offered time base corrector was equivalent to the brand name item with respect to the listed salient characteristics. Specifically, the agency noted that the IFB required a time base corrector with an internal sync generator, a feature that is not standard on the CEL P147-20. The agency says that in order to incorporate this feature, the CEL P147-20 would have to be modified to relocate internal components and provide for internal heat dissipation. The protester's descriptive literature, however, did not describe any of the required modifications.

Concerning CLIN 6005, the RGB to NTSC color encoder, the IFB required a VTI model ENC-1 or "equal." The protester bid Interand model No. 303M and again submitted a typewritten sheet on which the salient characteristics of the brand name item were repeated verbatim. As with CLIN 6001, at the bottom of the sheet was a statement that the Interand 303M meets or exceeds the specifications for the VTI ENC-1. Interand submitted additional material to the agency after bid opening. The agency says that some of this material appears to have been created after bid opening, and the protester does not say whether the material was in existence prior to that time. In any event, it appeared to the agency based on all of the material submitted that the Interand model 303M consisted of two components, a Lenco 850 and an Extron 102, and that Interand would have to modify the circuit board of the Extron 102 in order to produce the "true brown" image specified in the IFB. In addition, the agency noted that the Extron 102 comes with a two-pronged plug while the solicitation required all components to have three-pronged, grounded plugs. The protester's literature did not describe the modifications necessary to meet either the "true brown" or the three-pronged requirement.

The protester contends that the agency's rejection of its bid as nonresponsive was improper. The sole basis for this contention is Interand's belief that it submitted sufficient descriptive literature with its bid. Specifically, the protester notes that its literature cited each and every salient characteristic of the listed brand name products for both CLIN 6001 and 6005. Thus, says the protester, the bid was an unequivocal offer to supply items complying with the solicitation's requirements and was, therefore, responsive. Any desire on the agency's part to "evaluate" further the items offered, argues the protester, would involve issues of responsibility, not responsiveness.

To be responsive to a brand name or equal solicitation, a bid offering an allegedly equal product must contain sufficient descriptive material to permit the contracting agency to assess whether the offered alternative possesses the salient characteristics specified in the solicitation. Rocky Mountain Trading Company, B-221060, Jan. 24, 1986, 86-1 CPD ¶ 88. The adequacy of the literature in showing compliance is a matter of responsiveness. Computer Sciences Corp., B-213134, May 14, 1984, 84-1 CPD ¶ 518. If the descriptive literature or other information reasonably available to the agency does not show compliance with all salient characteristics, the bid must be rejected. HEDCO, Hughes Electronic Devices Corp., B-221332, Apr. 7, 1986, 86-1 CPD ¶ 339. It is not enough that the bidder believes that its product is an "equal" or that the bid contains a blanket statement that all salient characteristics will be met. R.A. Miller Industries, Inc., B-215084, Sept. 24, 1984, 84-2 CPD ¶ 332. It is also not enough for a bidder merely to quote back the listed salient characteristics without taking exception to them. B-168805, May 5, 1970, cited with approval in Systems Technology, Inc., 50 Comp. Gen. 193 at 201 (1970).

In this case, we think that the agency's determination to reject Interand's bid for failure to submit sufficient descriptive literature with respect to CLINs 6001 and 6005 was reasonable. For each item, the solicitation prescribed requirements that the agency determined could be met by Interand's "equal" products only if Interand's products were modified. Interand has not questioned this determination. The descriptive literature submitted with the bid, however, did not describe any modifications. Thus, the bid failed to comply with the express requirements of the solicitation's Brand Name or Equal clause that a bidder describe any proposed modifications and clearly mark its descriptive

literature to show the modifications. See LVW Electronics, B-224512, Dec. 3, 1986, 86-2 CPD ¶ \_\_\_\_\_, in which we held that the agency properly rejected the second low bid in this procurement for failure to describe necessary modifications to "equal" products.

Moreover, Interand's bid merely parroted the salient characteristics listed in the IFB. Although Interand believes this was sufficient to satisfy the descriptive literature requirement, we do not agree. B-168805, supra. In own view, the mere listing of salient characteristics does not permit an agency to assess product equivalence, and does no more show compliance with required characteristics than does a blanket offer to comply.

The protest is denied.

*for Seymour Efron*  
Harry R. Van Cleve  
General Counsel