



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: The ARO Corporation

File: B-225645

Date: April 10, 1987

### DIGEST

1. General Accounting Office will review small purchase procurement to determine if it was conducted in accordance with the principles of fair and open competition.
2. A purchase description is inadequate and unduly restricts competition where only one manufacturer's part number is listed without any further information, since potential offerors of alternate items cannot determine from the part number alone precisely what characteristics are deemed essential, and thus cannot compete effectively.

### DECISION

The ARO Corporation protests that Defense Logistics Agency (DLA) request for quotations (RFQ) No. DLA700-87-Q-H197 unduly restricts competition. We sustain the protest.

The RFQ was issued using small purchase procedures to procure lubricating bucket pumps, and identified Stewart-Warner Corporation Part No. SM-7181-H4 as the approved part; the RFQ contained no other description of the part. The RFQ included a "Products Offered" clause that permitted firms to offer alternate products that were "either identical to or physically, mechanically, electronically and functionally interchangeable with the named product." The RFQ advised that DLA did not possess detailed specifications or drawings of the item and that offerors of alternate items were required to furnish detailed information concerning the product being offered for evaluation purposes.

ARO protests that the purchase description is inadequate to permit offerors other than Stewart-Warner or its distributors to compete for this requirement. ARO explains that while

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Stewart-Warner Part No. 7181 is a standard commercial product described in Stewart-Warner's catalogue, the added prefix SM and suffix H4 indicate that DLA is not requesting the standard bucket pump. ARO complains that since neither Stewart-Warner's catalogue nor the RFQ explain the modifications represented by the prefix and suffix, potential offerors of alternate parts cannot submit a quotation. ARO concludes that the solicitation improperly restricts competition, and requests that we advise DLA to cancel the RFQ and resolicit for the bucket pump with a more detailed description of the government's requirements.

DLA preliminarily argues that our review of the present protest should be limited to determining if agency officials were guilty of fraud or intentional misconduct because the solicitation was issued using small purchase procedures and the agency made a reasonable effort to obtain competition.

The small purchase procedures, for purchases not exceeding \$25,000, were provided for by the Competition in Contracting Act of 1984 (CICA) to promote efficiency and economy in contracting and to avoid unnecessary burdens for agencies and contractors. 41 U.S.C. § 253(g)(1) (Supp. III 1985); Topley Realty Co., Inc., B-221459, Apr. 23, 1986, 65 Comp. Gen. \_\_\_\_, 86-1 C.P.D. ¶ 398. Although under these procedures agencies technically are exempt from the general CICA requirement to obtain full and open competition, they are required to obtain competition to the maximum extent practicable. S.C. Services Inc., B-221012, Mar. 18, 1986, 86-1 C.P.D. ¶ 266. Accordingly, it is our view that a procuring agency must make reasonable efforts, consistent with efficiency and economy, to give a responsible source the opportunity to compete; the agency cannot unreasonably exclude a vendor from competing for an award. Gateway Cable Co., et al., Sept. 22, 1986, 65 Comp. Gen. \_\_\_\_, 86-2 C.P.D. ¶ 333. We thus will review a small purchase not only to determine whether there was intentional agency misconduct, but also to assure that it was conducted in a manner consistent with that principle. BWC Technologies, Inc., B-221538, Apr. 15, 1986, 65 Comp. Gen. \_\_\_\_, 86-1 C.P.D. ¶ 366.

Responding to the merits, DLA concedes that the item description here is inadequate for a fully competitive procurement. DLA explains, however, that it is procuring the bucket pump on behalf of the Navy; the cited part number was the only information concerning the bucket pump that the Navy provided; and DLA knew nothing about the item. DLA states that, given these limitations, it did all it could to encourage competition by including the Products Offered

clause in the RFQ, publicizing the requirement in the Commerce Business Daily, and sending the RFQ to 14 firms. DLA reports that it received 26 offers, including two offers to provide alternate parts.

We think the RFQ's purchase description was inadequate. It is a well-established principle that offerors must be given sufficient detail in a solicitation to be able to compete intelligently and on an equal basis, University Research Corp., 64 Comp. Gen. 273 (1985), 85-1 C.P.D. ¶ 210, and that procuring agencies therefore must provide specifications that are free from ambiguity and accurately describe the agency's minimum needs. Id. While a procuring agency may use a purchase description to describe its needs where no applicable specification exists, to be adequate the purchase description should set forth the essential physical or functional characteristics that are necessary to express the government's needs. Federal Acquisition Regulation (FAR), 48 C.F.R. § 10.004(b)(1) (1986). Because the part number used to describe the item here did not include some description of the government's needs or of the item's physical characteristics, potential offerors not privy to the meaning of Stewart-Wa ner's part number were effectively excluded from the competition.

Further, we do not consider DLA's inclusion of a Products Offered clause and other efforts to obtain competition an acceptable substitute for an adequate item description. Permitting offerors to propose alternate products does nothing to promote open competition where the item description is not detailed enough to reveal the necessary product features that must be incorporated in any alternate product. We have specifically held that a brand name or equal solicitation--similar to a solicitation containing a Products Offered clause--improperly restricts competition where it does not include a list of the brand name item's salient characteristics since offerors are left to guess at the essential qualities of an "or equal" product. See Ciba Corning Diagnostics Corp., B-223131, Aug. 13, 1986, 86-2 C.P.D. ¶ 185.

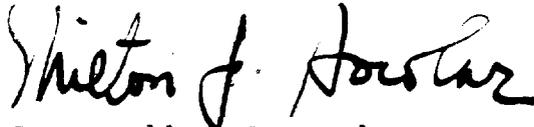
As to DLA's claimed lack of information, procuring agencies generally are responsible for obtaining the data needed to conduct a competitive procurement, FAR, 48 C.F.R. § 10.002(2), and given the need for an adequate item description, this responsibility reasonably must extend to obtaining such an adequate description. While DLA knew nothing about the item and was given inadequate information by the Navy, we fail to understand why DLA could not have contacted the Navy to obtain additional details concerning

the pump. If the data was unavailable from the Navy, then DLA or the Navy could have contacted Stewart-Warner for the additional information. There is no reason to believe that additional information was not readily available to DLA and, in fact, DLA does not argue that this was the case.

Finally, we do not think the receipt of only two bids of alternate parts evidences any meaningful competition by potential alternate part offerors; an adequate item description may have led to receipt of a comparable number of alternate part bids, including the protester's.

We conclude that DLA failed to make a reasonable effort to obtain competition in this case. By separate letter to the Director of DLA, we are recommending that DLA cancel the solicitation, obtain additional information concerning the Stewart-Warner bucket pump necessary to identify the essential characteristics to be included in an alternate part, and issue a new solicitation containing this information.

The protest is sustained.

*for*   
Comptroller General  
of the United States