



The Comptroller General
of the United States

Washington, D.C. 20548

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Decision

Matter of: Peck Equipment Company

File: B-227135

Date: July 13, 1987

DIGEST

Procuring agency's evaluation of alternate product as technically unacceptable was not unreasonable where the protester failed to supply sufficient information to establish the acceptability of its product as required by the solicitation.

DECISION

Peck Equipment Company protests the rejection of its quote for an alternate product under request for quotations (RFQ) No. DLA700-87-Q-GA28, issued by the Defense Construction Supply Center (DCSC), Columbus, Ohio for a turbine blade wheel. The quote was rejected because DCSC determined that Peck's alternate product was technically unacceptable.

We deny the protest.

The RFQ identified Westinghouse Electric Corporation part No. 1111814 as the product determined to be acceptable by the government. Quoters were permitted to submit alternate products pursuant to the RFQ's "Products Offered" clause. The clause requires quoters of alternate products to furnish drawings, specifications or other data to enable the government to determine whether the alternate product is either identical to or physically, mechanically, electronically, and functionally interchangeable with the product specified. The clause warns quoters that the failure to furnish the necessary information may preclude consideration of the quote. Further, the clause notes that the government may not have detailed data available for use in evaluating the acceptability of an alternate product and therefore advises quoters to furnish, if available, drawings and other data covering the design, materials, etc., of the approved product to enable the government to determine whether the quoter's product is equal.

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DCSC received three quotes in response to the RFQ which had a closing date of January 9, 1987.^{1/} The low quote submitted by Boston Metals Company, was found technically unacceptable. Peck was second low and quoted an alternate product which it identified in its quote by its own part No. PE3689148, as well as by references to several drawings, including Westinghouse, the original equipment manufacturer's (OEM) drawing No. 25-J-95. However, Peck failed to submit any data with its quote to enable the government to determine the acceptability of its alternate product. On February 2, 1987, the contracting officer telephoned Peck and requested that Peck furnish all drawings and data referenced in its quote. Peck thereafter furnished drawings but provided an outdated version of drawing No. 25-J-95 (the current version is Revision 11). Revision 11 apparently contains changes to various aspects of the turbine blade wheel. Because Peck failed to provide this current version of the drawing and since DCSC did not otherwise have access to the drawing, DCSC's technical evaluators were unable to determine if Peck's alternate product was interchangeable and its quote acceptable. Accordingly, Peck's quote was rejected and a delivery order was issued to Westinghouse.

The record further indicates that although the procurement was conducted under the small purchase procedures which can be used for purchases which do not exceed \$25,000, see Federal Acquisition Regulation, 48 Subpart 13.1 (1986), the award to Westinghouse ultimately was made under a basic ordering agreement since the firm's price exceeded the small purchase monetary limitation.

We have held that the procuring agency is responsible for evaluating the data supplied by an offeror and ascertaining if it provides sufficient information to determine the acceptability of an offeror's product and that we will not disturb the agency's technical determination unless it is shown to be unreasonable, which the protester must affirmatively prove. See Rotair Industries, Inc., B-219994, Dec. 18, 1985, 85-2 CPD ¶ 683.

With regard to the deficiencies, Peck, in its protest letter, indicates that it is aware of one change contained in Revision 11 which concerns the balancing process of the turbine wheel. However, the agency, based on information supplied by Westinghouse, reports that Revision 11 included changes to the keyway, turbine blade radii and material

^{1/} DCSC, in the RFQ, reserved the right to consider late quotations and it appears from the record that some or all of the quotations that were evaluated by the agency were received after the closing date.

callout. Peck does not argue that these changes were not significant and, further, does not indicate that it can obtain Revision 11 from Westinghouse. Peck instead contends that it was not notified of the deficiencies and not allowed to correct them, as it should have been, even though 3 months elapsed between the time DLA determined its quote to be technically unacceptable.

We find no merit to the protest. First, the RFQ warned Peck of the necessity to furnish all pertinent information regarding its product to facilitate its technical evaluation. In addition, the agency requested supplemental data after receiving Peck's initial quotation. Despite this request, the record discloses that Peck's data package was still incomplete. We think that Peck had the obligation to submit adequate data but failed to do so. Moreover, this solicitation was issued under the small purchase procedures, which do not contemplate the type of discussions or the opportunity to submit revised proposals that occur in a full scale negotiated procurement. See Rotair Industries, Inc., B-219994, supra. It also appears that Westinghouse, the OEM, was the only firm which had possession of Revision 11 and thus was the only firm capable of supplying the product. In this context, we do not believe that the agency acted improperly by rejecting Peck's quote without affording it an opportunity to submit additional information. Id.; see also M-F Services, Inc., B-210954, Jan. 20, 1984, 84-1 CPD ¶ 87.

The protest is denied.

for Seymour Efron
Harry R. Van Cleve
General Counsel