



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Crenlo, Inc./Emcor Products

File: B-228099

Date: November 6, 1987

DIGEST

Issuance of a delivery order to Federal Supply Schedule contractor who responded to request for quotations (RFQ) by proposing items which did not literally meet the RFQ's specifications is not objectionable where contractor's items were functionally equivalent and satisfied the government's needs.

DECISION

Crenlo, Inc./Emcor Products, protests the Department of the Army's issuance of a delivery order to Stantron Corp. under oral request for quotations (RFQ) No. 87-494 for furniture storage frames and panels. Crenlo states that its product is the only one that meets the Army's specifications. We deny the protest.

Since the furniture was a Federal Supply Schedule (FSS) item, the Army orally solicited quotations from FSS contract holders. The Army asked for quotations on frame assemblies and panels, specifying Emcor part numbers or equivalent, and listed various height, width, and depth dimensions. Stantron submitted the lowest of the three quotations received; Crenlo's quotation was third low.

Crenlo contends that the products offered by the other vendors do not meet all the dimensions of the Emcor products, nor are they of the same metal thickness or appearance, so that Crenlo should have received the order. Crenlo further contends that had the Army specified only dimensions, and not Emcor part numbers, Crenlo would have offered a less expensive and completely compatible alternative.

When a formal solicitation is issued, vendors are required to respond with offers that comply with all material provisions of the solicitation. An offeror's failure to comply with all such provisions renders the bid nonresponsive or the proposal unacceptable. When quotations

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are solicited from FSS vendors, however, the situation is not the same. The quotations are not offers that can be accepted by the government; rather, they are informational responses, indicating the equipment the vendors would propose to meet the agency's requirements and the price of that equipment and related services, which the government may use as the basis for issuing a delivery order to an FSS contractor. There is, therefore, no requirement that the quotation comply precisely with the terms of an RFQ since the quotation is not subject to government acceptance. Kardex Systems, Inc., B-225616, Mar. 12, 1987, 87-1 C.P.D.
¶ 280.

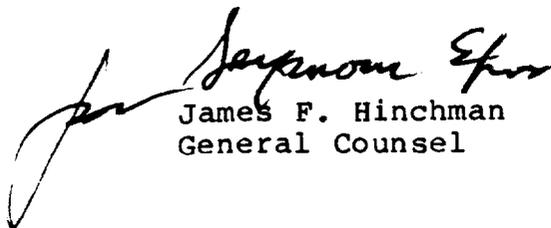
Here, both Stantron and the intervening offeror responded to the RFQ by proposing frames and panels which were the functional equivalent of the Emcor products. The record does confirm that there were slight differences in the specifications of the offered products; however, the Army concluded that Stantron's products satisfied its requirements at a lower price than the products offered by Crenlo. Once the Army concluded that Stantron's lower-cost items met its needs, it was required to place the order with that vendor. See Federal Acquisition Regulation (FAR), 48 C.F.R. § 8.405-1 (1986).

Further, the record does not establish that the Army, by specifying Emcor part numbers rather than only dimensions, effectively required Crenlo to offer those particular products instead of ones the vendor believed were equivalent notwithstanding that they might not be precisely the same. First, the Army did not expressly require the Emcor products, since all vendors were advised that equivalent products could be offered. Second, the specifications relayed to vendors did not include a desired metal gauge or appearance, so that we think vendors reasonably could assume that products identical to the Emcor ones in every respect did not have to be offered; Crenlo's argument that the metal gauge and appearance of offered products had to be the same as Emcor's is inconsistent with the advice given the vendors. Finally, we note that the Stantron products meet all the dimensions that actually were specified, except that the frame's top panel opening is 25-5/8 inches in depth instead of the requested 25-1/4 inches; the field activity, however, found that difference inconsequential.

In these circumstances, we do not think the Army misled Crenlo into incorrectly believing it could not offer an

equivalent product the firm felt would meet the Army's needs.

The protest is denied.



James F. Hinchman
General Counsel