



Comptroller General  
of the United States

513152

Washington, D.C. 20548

## Decision

**Matter of:** Coastal Computer Consultants Corporation

**File:** B-255356

**Date:** February 15, 1994

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Shelton H. Skolnick, Esq., Skolnick and Leishman, for the protester.

Jonathan Kosarin, Esq., Department of the Navy, for the agency.

Douglas H. Hilton, Esq., and Barbara R. Timmerman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Agency had reasonable basis to reject protester's proposal as technically unacceptable where in response to solicitation contemplating the supply of newly manufactured items, protester who intended to furnish used, reconditioned material failed to submit with its proposal information and supporting data required by the solicitation for determining the acceptability of the protester's material.

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### DECISION

Coastal Computer Consultants Corporation protests the rejection of its proposal under request for proposals (RFP) No. N00383-93-R-P221. The Naval Aviation Supply Office in Philadelphia, Pennsylvania, issued the solicitation to purchase six pulse generators used in testing the search radar systems of certain Navy aircraft. Coastal alleges that the Navy's rejection of its proposal was improper.

We deny the protest.

The Navy initially set May 26, 1993, as the closing date for receiving proposals under this solicitation. Three firms, including Coastal, submitted proposals. As part of its proposal, Coastal stated in a May 24 letter that "[p]er [Federal Acquisition Regulation (FAR) §] 52.210-7 and -6 . . . the equipment being offered is used and reconditioned. It will be refurbished and is offered with a 90-day warranty."

The Navy incorporated FAR §§ 52.210-5 (New Material), 52.210-6 (Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property) and 52.210-7 (Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property) into the solicitation by reference. Together, these provisions establish a preference for purchasing new, rather than used, equipment. An offeror may offer to supply specified used equipment. However, the offeror must list the used equipment and provide detailed information about the equipment.

Coastal's response to the initial solicitation stated that it would provide used equipment, but did not include the required information by the May 26 closing date. Nonetheless, the Navy amended the solicitation to give all offerors until June 24 to submit required information about any used equipment being offered. Under FAR § 52.210-6, that information was to include "a complete description of the items or components; quantity; name of [g]overnment agency from which acquired; and the date of acquisition, if applicable."

In response to this amendment, Coastal submitted an AFLC Form 314, Certification of Surplus Equipment, dated June 14, 1993. However, Coastal's form: did not specifically describe the six pulse generators it was offering; stated that only two generators were available "for verification"; and did not identify the agency or manufacturer Coastal acquired the items from, or when Coastal acquired them. In addition, Coastal checked a box on the form indicating that the material offered "has been previously installed in operational equipment but has been or will be completely overhauled and reconditioned to the applicable technical orders set forth elsewhere herein." Coastal made no further reference to technical orders on the form. On or about September 23, 1993, the Navy awarded the contract to Wavetek Corporation, and notified Coastal of that award.

Coastal alleges that the Navy improperly failed to consider Coastal's proposal because Coastal offered used equipment.<sup>1</sup> We disagree. The facts here are similar to those in Tucker Electronics, Inc., B-227913, Oct. 2, 1987, 87-2 CPD ¶ 327. In Tucker, the protester had offered to provide used equipment in response to an Air Force solicitation. The

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<sup>1</sup>The Navy argues that the gravamen of Coastal's protest is an allegation that including the standard FAR clauses on new equipment in this solicitation made it too restrictive. Thus, the Navy asserts that this protest is untimely. We read Coastal's protest to allege that the Navy improperly evaluated Coastal's offer, rather than alleging that the solicitation was unduly restrictive. Accordingly, we need not consider the Navy's timeliness argument.

solicitation had incorporated FAR §§ 52.210-5 through 52.210-7, but the protester had not submitted the required information. We stated that the protester "had an obligation to submit a proposal which fully complied with the terms and conditions of the solicitation. . . . By offering used, reconditioned items yet failing to provide the necessary information to allow government acceptance of these items, [the protester] did not address the RFP's mandatory requirements. . . ." Accordingly, we denied the protest.

Here, as in Tucker, the protester did not submit the required information in response to the original solicitation. The distinction here, that the Navy allowed Coastal a second chance to submit the required information, is without a difference. Coastal submitted information on only two of the six items it offered, and the information it submitted was incomplete. This partial submission was not materially different from submitting no information at all. Accordingly, we believe the Navy's rejection of Coastal's proposal was proper.

The protest is denied.

*Seymour Ebron*  
for Robert P. Murphy  
Acting General Counsel