



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Centroid, Inc.

File: B-265951

Date: January 22, 1996

Marc A. Starr for the protester.

Charles J. Roedersheimer, Esq., and Jeffery B. Greer, Esq., Defense Logistics Agency, for the agency.

C. Douglas McArthur, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly rejected an offer of an alternate part to the one specified in the solicitation where the offeror did not provide technical data required by the solicitation to demonstrate that the alternate part was equivalent to the specified one.

DECISION

Centroid, Inc. protests the award of a contract to BEI Sensors & Motion Systems Co. under request for proposals (RFP) No. SP0930-95-R-A191, issued by the Defense Electronics Supply Center (DESC) for shaft angle encoders. Centroid argues that the agency improperly rejected Centroid's lower offer of an alternate part to the BEI encoder specified in the RFP.

We deny the protest.

DESC issued the solicitation on June 6, 1995, for a fixed-price contract for shaft angle encoders (used in radar sets), identified generally in the RFP as national stock number (NSN) 5990-01-257-2476, and specifically as BEI part number INC23-12G1B. The agency solicited the BEI part number because it lacked unrestricted technical data to include in a competitive solicitation.¹

The RFP referenced the standard clause at Defense Logistics Agency Regulation § 52.217-9002, Products Offered, advising potential offerors that the agency had found the named manufacturer's part acceptable, and allowing them the option to offer the exact product, an alternate product identical to the named one, or a

¹DESC executed a justification for other than full and open competition to support its decision.

product manufactured for the named manufacturer. According to the clause, an offeror of an alternate product had to furnish information--drawings, specifications, or other data--describing its product, and covering "design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product." The RFP also advised that the government did not have drawings, plans, or specifications for the BEI part; the Products Offered clause stated that in such case an offeror of an alternate product should furnish, if available, enough information about the named product to enable the government to determine equivalence.

Centroid indicated in its offer that it would furnish an alternate product, Centroid part number 1448. The only information Centroid provided with its offer was a copy of a Westinghouse drawing for a Westinghouse part, which included some dimensional characteristics and which referenced BEI part number INC23-12G1A, and a statement that its offered part number 1448 would be in accordance with that BEI part number INC23-12G1B. Since Centroid did not offer the exact BEI part that the agency had found acceptable and, in DESC's view, furnished nothing to demonstrate the part offered was equivalent, the agency concluded that it could not determine the equivalence of the Centroid part, and awarded a contract to BEI.

Centroid contends that the NSN listed in the solicitation "breaks out" to both BEI part number INC23-12G1B and the Westinghouse part number related to the drawing furnished. Centroid argues that both parts should therefore be acceptable. Further, Centroid argues, because Westinghouse is the original equipment manufacturer, the Westinghouse drawing constituted data sufficient to demonstrate that its product would meet DESC's needs.

We disagree with Centroid's arguments. The solicitation expressly stated that any product other than the BEI product or one manufactured for BEI would constitute an "alternate product," and clearly put the burden on the offeror of an alternate to submit sufficient data about its own product, as well as data about the named product (if available), to demonstrate equivalence. See Advanced Seal Technology, Inc., B-258142, Dec. 12, 1994, 94-2 CPD ¶ 233. The version of the BEI part cited in the Westinghouse drawing that Centroid furnished to DESC was an earlier version of the BEI part (INC23-12G1A) of the one specified in the RFP (INC23-12G1B), and, other than the dimensions noted on the drawing, Centroid's offer provided no data about the alternate's design, materials, etc. In short, we do not see how the Westinghouse drawing established how or why Centroid part number 1448 was equivalent to BEI part number INC23-12G1B.² Moreover, with respect to Centroid's

²To the extent Centroid believed the solicitation should have specified the Westinghouse encoder, or required a part in accordance with the Westinghouse drawing, the firm should have raised that point before submitting its offer. See

statement in its offer that its alternate product would be in accordance with the named part, Centroid's mere promise of equivalence could not by itself substitute for the data required by the solicitation. See EAP Consultants, B-238103, Apr. 4, 1990, 90-1 CPD ¶ 358.

In sum, the burden was on Centroid, offering an alternate encoder, to include with the offer the data needed for DESC to be sure the Centroid part was equal to the BEI part. We have no basis to disagree with DESC that the Westinghouse drawing was inadequate for that purpose, and the rejection of Centroid's offer thus was consistent with the solicitation's terms.

The protest is denied.

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Piezo Crystal Co., 69 Comp. Gen. 97 (1989), 89-2 CPD ¶ 477.