DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-220421.2 DATE: March 21, 1986

MATTER OF: Consolidated Bell, Inc.--Reconsideration

DIGEST:

Prior decision denying protest is affirmed on reconsideration where the protester cites a regulation applicable only to construction contracts in connection with a personal computer procurement and does not show any other error of law or fact that would warrant reversal of the prior decision.

Consolidated Bell, Inc., requests reconsideration of our decision, Consolidated Bell, Inc., B-220421, Feb. 6, 1986, 86-1 CPD ¶ ____, in which we denied the firm's protest against the placement of order No. 40 AANE 503415 with one of the General Services Administration's (GSA) computer stores, known as the Office of Technology Plus. We affirm our prior decision.

The protested order was for the Department of Commerce's National Oceanic and Atmospheric Administration, which had submitted a requisition for an International Business Machines Corporation (IBM) Personal Computer System, Model PC-AT. We concluded that the agency acted reasonably in not considering Consolidated's alternate "NB or Equal" price of $13,000, since the agency had specified a particular make and model and the offer was for an "equal" system that Consolidated did not identify or describe in any way. After comparing Consolidated's quote of $14,000 for the name brand with the GSA computer store's price of $13,881.87, Commerce placed an order with the latter.

Our Bid Protest Regulations require that a request for reconsideration contain a detailed statement of the grounds upon which a reversal or modification of the initial decision is warranted. 4 C.F.R. § 21.12(a) (1985). The request must specify errors of law or fact or information available to our Office at the time of the original decision that was not considered. Connector Technology Corp.--Request for Reconsideration, B-218780.3, June 18, 1985, 85-1 CPD ¶ 697.

In its request for reconsideration, Consolidated refers to the Federal Acquisition Regulation, 48 C.F.R. § 52.236-5 (1984), Material and Workmanship, a clause that is required to be included in solicitations when a fixed-price construction contract is contemplated. This clause provides that references to brand names, make, or catalog numbers shall be regarded as establishing a standard of quality and shall not limit competition. Since the subject procurement was not a fixed-price construction contract, however, the clause is inapplicable. Further, even if the individual receiving Consolidated's quote "NB or Equal $13,000" understood that he had the option of accepting either the brand name or the equal, as Consolidated now contends, he could not have considered the "equal," since Consolidated did not submit any descriptive literature or otherwise identify what it was offering or demonstrate the equality of its proposed personal computer.

Consolidated has failed to show that our prior decision contains legal or factual errors that would warrant its reversal or modification. Our prior decision is affirmed.

Harry R. Van Cleve
General Counsel