



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Discount Machinery & Equipment, Inc.

File: B-223547

Date: August 29, 1986

DIGEST

Where request for proposals requires offerors to furnish sufficient technical literature to establish that equipment offered would satisfy the Navy's requirements, rejection of proposal is reasonable where the literature provided clearly does not meet this standard. Contention that the Navy should have recognized that equipment would meet the Navy's needs was not an adequate substitute for the requested complete proposal information to establish that what was offered would in fact do so. What may have happened in other procurements is not relevant, since each procurement must stand alone.

DECISION

Discount Machinery & Equipment, Inc. (Discount), protests the Department of the Navy's award of a contract to another vendor under request for proposals (RFP) No. N00600-86-R-1295. Discount's lower cost proposal was rejected as technically unacceptable based on inadequate technical literature. Discount challenges this determination. We deny the protest.

The Navy issued this RFP to acquire a metal shearing machine for use in cutting metal plates. The RFP stipulated that the equipment had to be in current production and required offerors to submit brochures, illustrations, narratives or drawings which would clearly establish that the equipment met all of the requirements of the specifications. Award was to be made to the lowest cost technically acceptable offeror.

The Navy found all five initial proposals to be technically unacceptable. By letter dated March 31, 1986, the Navy advised Discount that its proposal was unacceptable because Discount had not furnished sufficient information to support a technical evaluation to establish that its equipment met the requirements of the specifications. This letter also requested a best and final offer (BAFO) by April 15, 1986.

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Discount responded to the Navy on April 11 with a letter confirming Discount's original price and stating that Discount's supplier would provide the Navy with literature that established that Discount's offered equipment met the specifications. On the same day, the Navy received a brief letter and a brochure from Discount's supplier; these documents did not address certain of the specifications, indicated that the equipment did not comply with the specifications in some instances, and conflicted in others. On the basis of this information, the Navy determined that Discount's BAFO was unacceptable.

The Navy awarded the contract to Viereck Corporation on June 3, 1986, in the amount of \$56,460, about \$16,000 more than Discount's offer. The Navy apprised Discount of the award in a letter dated June 20, which also advised Discount of the discrepancies which the Navy found in its proposal.

Discount contests the Navy's assessment of its proposal, and asserts that the Navy should evaluate the new manufacturer's literature which Discount provided with its protest. Discount states that its equipment has been accepted in other procurements using the same literature Discount provided with its proposal and asserts that, in any case, it was responding to a specification and would have satisfied the requirements. We find no merit in Discount's contentions.

The RFP required that the shear have a solid table, adjustable rake angles, air operated ball transfers, a five foot squaring arm and other specific requirements, and be wired for operation on 460 volts. The manufacturer's cover letter and literature provided in conjunction with Discount's BAFO either did not specifically address these requirements or indicated that the equipment did not comply. We note, for instance, that although the cover letter stated that a ball transfer arrangement would be provided, it did not state that it would be air operated; similarly, the cover letter referred to a squaring arm gauge, but did not indicate the length of the arm. The accompanying literature stated that the equipment operates on 230 volts.

Discount should have known from the RFP that it was required to furnish sufficient technical literature to establish that the equipment it offered would satisfy the Navy's requirements. Given the discrepancies in the literature provided by Discount, we cannot find unreasonable the Navy's conclusion that Discount did not meet this standard. In this regard, we will not object to an agency's evaluation of proposals unless the agency's judgment is shown to be unreasonable.

Westinghouse Electric Corp., B-215554, Sept. 26, 1985, 85-2 C.P.D. ¶ 341. Discount's view that the Navy should have recognized that Discount's equipment would meet the Navy's needs was not an adequate substitute for the required complete proposal information to establish that what was offered would in fact do so. Johnston Communications, B-221346, Feb. 28, 1986, 86-1 C.P.D. ¶ 211. Similarly, the fact that Discount's product may have been found acceptable in other procurements did not satisfy the requirement for a complete proposal; each procurement stands alone in this regard. United Food Services, Inc., B-220367, Feb. 20, 1986, 86-1 C.P.D. ¶ 177.

The Navy could not properly consider the new literature provided by Discount with its protest. Proposals must be evaluated based on information furnished with them. Stewart & Stevenson Services, Inc., B-213949, Sept. 10, 1984, 84-2 C.P.D. ¶ 268.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel