

Miller



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: East West Research, Inc.

File: B-237843

Date: February 22, 1990

Richard Snyder, for the protester.
Suzanne McKenna, Esq., Defense Logistics Agency, for the agency.
Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Issuance of purchase order in a small purchase procurement for a different brand item than that quoted by the low bidder is not objectionable where the contracting agency had already determined that the supplied item was technically acceptable based upon other contractor's descriptive literature and the low bidder in fact supplied the item at its original quoted price.

DECISION

East West Research, Inc., protests the issuance by the Defense General Supply Center (DGSC) of a purchase order for 130 welding torch tips to Chicago Industrial Products under request for quotations (RFQ) No. DLA400-89-P-F436. East West contends that Chicago improperly failed to provide descriptive literature with its quotation.

We deny the protest.

On April 18, 1989, DGSC issued the RFQ as a small business-small purchase set-aside with a return date of May 9. The RFQ called for 130 copper welding torch tips which would "properly mate and function with Smith welding torch models" and specified a Smith Welding part number. Included in the RFQ was an alternate products clause which provided:

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"For evaluation purposes, complete technical data must be furnished for the [alternate] offered product. Failure to furnish complete data may preclude consideration of the offer."

Quotes were received from 11 firms with prices ranging from \$7.88 each to \$14.23 each. Three of the firms, including East West and Chicago, submitted quotes for alternate brands; all three alternates were found to be technically acceptable by the agency. East West offered a welding torch tip manufactured by National Torch Tip Company at a price of \$9 per item. Chicago offered a welding torch tip manufactured by Settles Precision Manufacturing at a price of \$7.88 per item, the lowest price quoted. DGSC then issued a purchase order to Chicago.

By letter dated October 5, East West protested the award to the agency on the ground that Chicago had failed to submit any descriptive data in support of its alternate offer. By letter dated November 8, the agency denied East West's protest, stating that "Chicago Industrial Products' data was submitted, evaluated and found acceptable." East West then protested to our Office on November 28.

The procuring agency is responsible for evaluating the data supplied by an offeror and ascertaining whether it provides sufficient information to determine the acceptability of the offeror's product. HoseCo, Inc., B-225122, Mar. 6, 1987, 87-1 CPD ¶ 258. We will only disturb an agency's technical determination if the protester affirmatively proves that the determination is unreasonable. Id.

In this case, the record shows that in support of its alternate offer, Chicago submitted both a price quote and catalogue data for a welding torch tip manufactured by Settles. Based upon this information, the contracting officer determined that the alternate offer was acceptable. Since the record demonstrates that Chicago supplied descriptive literature and since East West has made no showing that the agency's determination was unreasonable, we see no basis to challenge the agency's determination that the Settles torch tip offered by Chicago was acceptable.

The record also shows, however, that although Chicago's alternate offer was for the Settles torch tip, the agency's purchase request order to Chicago called for 130 National torch tips; the National brand was the item which East West

had offered.^{1/} According to the agency, Chicago in fact supplied the National part, rather than the Settles part, at its original price quote of \$7.88 per item. In its comments on the agency report, East West argues that since Chicago submitted no descriptive literature on the National part with its original quote, Chicago failed to meet the RFQ's alternate offer clause.

Small purchase procedures are designed to minimize the administrative costs of acquiring relatively inexpensive items. R.E. White & Assocs., Inc., 61 Comp. Gen. 320 (1982), 82-1 CPD ¶ 294. Accordingly, the contracting officer need only obtain quotations from a reasonable number of potential sources so that he is able to judge the advantages and disadvantages of particular products in relation to the prices quoted, and determine in good faith which quotation will best meet the government's needs. The Mat Works, B-234650, June 22, 1989, 89-1 CPD ¶ 589.

Further, in small purchase procurements, the purpose of the alternate products clause and its descriptive literature requirement is to ensure that the contracting agency has sufficient data with which to judge the adequacy of a contractor's offered alternate product and its price. See Blackmer Pump, B-231474, Sept. 9, 1988, 88-2 CPD ¶ 225. As long as the descriptive literature can be reasonably interpreted by the agency as reflecting the actual characteristics of the product, it is not significant which source supplied the data. See The Mat Works, B-234650, supra. In addition, we note that the alternate product clause merely warns the contractor that his failure to supply technical data may preclude consideration of the offer; disqualification is not automatic unless the agency is unable to adequately evaluate the alternate offer.

In this case, descriptive literature was submitted for both the Settles and the National welding tips. Based on this data, the agency found both items to be technically acceptable. Chicago's failure to provide descriptive literature on the National torch tip part did not impede the agency's technical evaluation since it already had two other sets of descriptive literature on the same item. Moreover, the fact that the purchase order erroneously called for the National torch tip rather than the Settles torch tip originally quoted by Chicago did not prejudice East West,

^{1/} The agency states that the purchase order inadvertently requested the National Torch Tip item instead of the Settles item due to a clerical error.