



Comptroller General  
of the United States

Washington, D.C. 20548

# Decision

**Matter of:** East West Research, Inc.

**File:** B-237727

**Date:** March 7, 1990

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Richard Snyder, for the protester.  
W.C. Kelly, Jr., for L&M Welding Supply, Inc., an interested party.  
Barry M. Sax, Esq., Office of the General Counsel, Defense Logistics Agency, for the agency.  
V. Bruce Goddard, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Where both the low offeror and the second low offeror on a small purchase procedure request for quotations misidentified part numbers of the same offered alternate product, second low offeror's protest of the award is denied since the protester was not prejudiced by the acceptance of the lower-priced offer of the same product, given the relatively informal nature of small purchase procedures.

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## DECISION

East West Research, Inc., protests the rejection of its offer and the award of a contract to L&M Welding Supply, Inc., under request for quotations (RFQ) No. DLA400-89-T-G032, issued under small purchase procedures by the Defense General Supply Center, Defense Logistics Agency (DLA), for 1,483 welding pads.

The protest is denied.

The solicitation more specifically described the required item as:

"PAD, WELDING  
SHEEPSKIN, W/SNAP FASTENERS  
JOHN TILLMAN AND CO.  
FSCM 34173-P/N 560"

Both L&M, the low offeror at \$1.59 per pad, and East West, the second low offeror at \$1.85 per pad, quoted alternate products as permitted by the RFQ. DLA evaluated both alternate products and accepted L&M's offer of the "Nasco, Inc., Anchor P/N SB-888." DLA rejected East West's offer of the "Stanco SB-999" on the grounds that the offer did not contain sufficient data describing its alternate product.

East West protests the rejection of its offer arguing that its offered product meets the RFQ requirements. East West also timely supplements its protest by alleging that L&M's low offer did not adequately describe its product. Additionally, East West claims that L&M is not offering a product from a manufacturer and Nasco is probably a wholesaler.

DLA states that after East West filed this protest it was informed by Nasco that Stanco, not it, is the manufacturer of the pads which L&M offered. Stanco in turn confirmed that it manufactures a welding pad P/N SB-99 which is identical to the product described by L&M. Stanco stated further that it does not manufacture a SB-999 item which East West quoted. DLA has ascertained, therefore, that in fact both East West and L&M were offering the same product manufactured by Stanco although each offeror failed to use the proper manufacturer's description.

Since both East West and L&M were offering the same product, East West was not prejudiced by the acceptance of L&M's lower-priced offer given the relatively informal nature of small purchase procedures. A challenge to the acceptability of L&M's offered product is in effect a challenge against East West's offered product. To the extent that East West's protest is directed against the acceptance of L&M's offer because L&M misidentified its product, we note that East West likewise misidentified its offered product by using wrong product numbers.

Finally, with respect to East West's challenge to Nasco's status, the Federal Acquisition Regulation (FAR) provision incorporated in this RFQ, FAR § 52.222-19 (FAC 84-34), only requires certification as to whether the offeror, here L&M, is a regular dealer or manufacturer. East West does not contend that L&M is not a regular dealer. In any event, this office does not review challenges of the legal status is a firm as a regular dealer or manufacturer. 4 C.F.R. § 21.3(m)(9) (1989).

Since we find DLA properly accepted L&M's offer, we need not reach the issue as to whether East West's higher-priced offer was improperly rejected.

The protest is denied.

*JFH*  
  
James F. Hinchman  
General Counsel