



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Sterling Machine Company, Inc.

File: B-246467

Date: March 2, 1992

Alexander J. Struzziero for the protester.
Robert L. Mercadante, Esq., Defense Logistics Agency, for the agency.
Barbara C. Coles, Esq., and Andrew T. Pogany, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency evaluation finding protester's offered alternate product technically unacceptable was reasonable where the protester failed to submit sufficient information demonstrating that its alternate product was the technical equivalent of the approved product listed in the request for proposals.

DECISION

Sterling Machine Company, Inc. protests the award of a contract to Aldan Industrial Machining, Inc. under request for proposals (RFP) No. DLA500-91-R-A246, an approved source solicitation issued by the Defense Logistics Agency (DLA) to procure sleeve bushings. Sterling contends that its alternate product, offered under the "Products Offered" clause, was equivalent to the approved source item and that DLA should have accepted its low offer.

We deny the protest.

The RFP was issued on May 31, 1991, to procure sleeve bushings (National Stock Number (NSN) 3120-01-213-5477) to be used on the nozzle exhaust assembly of the F110-100 engine, and identified General Electric Company part No. 9505M11P05 as the approved part. The RFP included the standard "Products Offered" clause that permitted firms to offer alternate products that were either "identical to, or physically, mechanically, electrically, and functionally interchangeable with" the named product. The products offered clause defined "exact product" as the identical product cited in the RFP's acquisition identification description (AID), manufactured either by the manufacturer cited in the AID, or by a firm which manufactures the

product for the manufacturer cited in the AID. An "alternate product" was defined as any other product even if manufactured in accordance with the drawings and specifications of the manufacturer listed in the AID.

Offerors of alternate products were advised that DLA did not have detailed specifications or other data to evaluate the technical acceptability of their products; thus, they were required to furnish legible copies of all drawings, specifications or other data necessary to describe clearly the characteristics and features of the product being offered, as well as drawings or other data pertaining to the design and materials of the exact product, to enable the government to determine whether each offeror's product was equivalent to the product cited in the AID. Offerors were cautioned that the failure to furnish the complete data necessary to establish acceptability of the product offered might preclude consideration of their offers.

Three offerors, including Sterling and Aldan, submitted offers. Sterling was the low offeror on an alternate product, which it proposed to manufacture in accordance with General Electric drawing No. 9538M64, a drawing depicting an allegedly "similar" item. Sterling also submitted a previous first article approval by the Air Force for the allegedly similar item. However, Sterling did not submit any technical data pertaining to General Electric part No. 9505M11P05, which was cited in the RFP. Based on the information submitted by Sterling, DLA determined that the alternate part was technically unacceptable and awarded the contract to another firm. This protest followed.

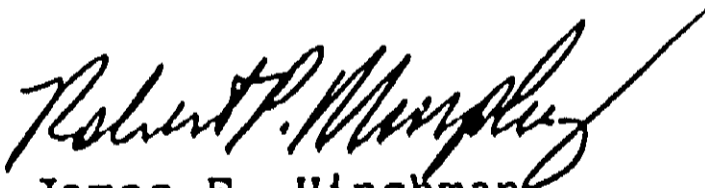
Sterling contends that it submitted sufficient technical data with its offer to show that its alternate product was acceptable. To support this assertion, the protester argues that its submission of previous source approval by the Air Force for a part which it suggests is similar to the one called for in the AID should have been "sufficient cause" for DLA to approve its alternate product. The protester asserts that its alternate product and the approved product have similar materials; however, the protester concedes that the parts are different in size and that the approved product has a milled flat which the alternate product does not have.

The obligation to demonstrate the acceptability of an alternate product is on the offeror. Peck Equip. Co., B-227135, July 13, 1987, 87-2 CPD ¶ 40. Accordingly, an offeror must submit sufficient information with its alternate item to enable the contracting agency to determine whether the item meets all the requirements of the solicitation. Blackmer Pump, B-231474, Sept. 9, 1988, 88-2 CPD ¶ 225. We will not disturb the agency's technical

determination unless it is unreasonable. Rotair Indus., Inc., B-219994, Dec. 18, 1985, 85-2 CPD ¶ 683.

We find that the agency's rejection of Sterling's alternate product was reasonable. As discussed above, the RFP specifically advised offerors of the possibility that the agency may lack details to determine the acceptability of alternate products; therefore, the offerors were responsible for furnishing drawings, specifications, or other data necessary to establish the acceptability of its alternate product. Nevertheless, Sterling did not submit any technical data specifically pertaining to the part designated in the solicitation; rather, Sterling merely submitted a copy of a first article approval by the Air Force of another bushing part which it concedes is larger than the part required in the RFP. Moreover, Sterling did not advise DLA that it had the latest revision of the drawing for the part the agency sought, and failed to furnish the agency with a drawing or specification applicable to the part. As a result of Sterling's failure to provide the agency with such information, DLA did not have any data to show that Sterling's alternate product would be physically, mechanically, electrically, and functionally interchangeable with the part which was identified in the RFP. In view of Sterling's failure to furnish any data or information to sufficiently establish that its product was equivalent to that cited in the RFP, we have no basis to find that the agency's decision to reject the offer was unreasonable.

The protest is denied.


James F. Hinchman
General Counsel