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Bednarz



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Dynalec Corporation

File: B-248142

Date: August 3, 1992

Sam Zalman Gdanski, Esq., for the protester.
John R. Carter for Henschel, Inc., an interested party.
Charles J. McManus, Esq., and Gary P. Van Osten, Esq.,
Department of the Navy, for the agency.
Christine F. Bednarz, Esq., and James A. Spangenberg, Esq.,
Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

Agency properly rejected an offer of an alternate product in a procurement to replace shipboard navigational instruments, where the dimensions of the alternate product are different from those of the brand name product and the difference precludes mounting the alternate item in the ship's pre-existing mounting studs for the instruments.

DECISION

Dynalec Corporation protests the rejection of its offer of an alternate product under request for proposals (RFP) No. N00104-91-R-GE34 issued by the Department of the Navy, Navy Ships Part Control Center, for the supply of 27 type "A" ship's course indicators. Dynalec asserts that the Navy unreasonably determined its alternate product to be technically unacceptable.

We deny the protest.

A ship's course indicator is a navigational instrument that displays a ship's heading or course-to-steer from data obtained from the ship's gyrocompass. There are various types of ship's course indicators. Among the differences between them, the indicators are distinguished by the manner in which they are mounted to the ship. The type "A" indicators required here are 20-pound instruments that mount to a wall; specifically, the base of a type "A" indicator contains mounting holes to accept studs that are welded to the ship wall.

The RFP was issued on September 5, 1991, and specified the requested indicators both by National Stock Number (NSN) 7HH-6320-00-937-8308 and a commercial part number (P/N), the Henschel, Inc, P/N 10-1858. The Navy states that it used the Henschel part number because it sought replacement parts for ships originally equipped with Henschel indicators. In other words, the ships for which these indicators were procured as replacement parts already contain studs welded to align with the Henschel mounting base.

Two offerors, Henschel and Dynalec, submitted proposals by the October 7, 1991, closing date. Henschel offered its P/N 10-1858, as referenced by the RFP. The protester offered a lower-priced, alternate product, Dynalec P/N 1878094-1, and provided descriptive literature with its proposal.

The Navy conducted an initial evaluation of the protester's proposal and found that the Dynalec indicator would not fit over the pre-existing mounting studs of the ships because the dimensions of its mounting base differed from those of the Henschel indicator. As noted above, the studs were configured to accept the mounting base of the Henschel indicator, which consisted of three holes evenly spaced around a 9.875-inch diameter, while the mounting base of the Dynalec indicator contained three holes evenly spaced around a 10-inch diameter.

In response, Dynalec submitted a proposal to bore out the mounting holes of its indicator to receive the studs, which would require the diameter of each hole to be enlarged from .531 inches to .656 inches around each .5-inch diameter stud. The Navy determined that this alteration would produce too much slack between the mounting holes and the studs, such that the indicator would not fit securely. The Navy considered this loose fit unacceptable for such sensitive and heavy equipment, and accordingly rejected Dynalec's proposal.

Dynalec asserts that its indicator is interchangeable with the specified Henschel product and that the Navy therefore erred in finding the indicator technically unacceptable. The protester has referenced a previous Navy solicitation and several prime contractor solicitations that specify both the Dynalec and Henschel parts, which allegedly demonstrate that the parts are interchangeable for the purposes of the present procurement. The protester also observes that both the Dynalec and Henschel parts appeared on a qualified products list for type "A" indicators, although the protester admits that the Navy canceled this list in April 1991, several months before it issued the present RFP.

The Navy responds that the Dynalec and Henschel parts are only interchangeable in the context of new ship construction or major ship overhauls, because the mounting studs can be welded at the outset to match the base of either indicator, and that the prior solicitations identified by the protester were for such applications. In contrast, the Henschel and Dynalec indicators are not interchangeable in a procurement for replacement parts, on ships that have a pre-existing stud configuration that the indicator must accommodate. It is for this reason that the Navy assertedly discontinued the qualified products list for indicators in April 1991, and assigned discrete NSNs to the Henschel and Dynalec models.

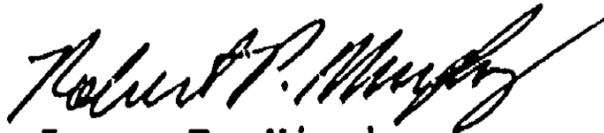
The contracting agency has the primary responsibility for determining its minimum needs and evaluating whether an offered item will satisfy those needs, since it best understands the conditions under which the supplies and services will be used and bears the burden of any difficulties incurred by reason of a defective evaluation. Berkshire Computer Prods., B-246305, Feb. 28, 1992, 92-1 CPD ¶ 242; East West Research, Inc., B-239516, Aug. 29, 1990, 90-2 CPD ¶ 178. An offeror must affirmatively demonstrate the acceptability of an alternate product; we will not disturb the agency's technical determination in this regard unless it is shown to be unreasonable. Fiber Materials, Inc., B-246587, Mar. 18, 1992, 92-1 CPD ¶ 288; Berkshire Computer Prods., supra.

We find that the Navy reasonably determined that Dynalec's indicator was not an acceptable alternative. The record supports the fact that Dynalec's indicator, absent alteration, will not accept the studs of the subject ships. Indeed, Dynalec proposes to enlarge its indicator's mounting holes to align with the Henschel stud pattern and claims that it offered to provide an indicator identical to that of Henschel.¹ However, if Dynalec were to enlarge its mounting holes as proposed, the Navy states that the indicator would not fit securely to the studs, a position which the protester does not refute. In this regard, the

¹The Navy denies Dynalec's oral offer of an identical indicator. Nonetheless, even if Dynalec had made such an offer, the RFP neither authorized nor contemplated the consideration of oral offers. The RFP incorporated Federal Acquisition Regulation § 52.215-9, which provides that offers and modifications to offers must be submitted in sealed envelopes or packages. See International Logistics Group, Ltd., B-223578, Oct. 24, 1986, 86-2 CPD ¶ 452. In any case, the Dynalec letter stating, without details, that its offered indicator would be "fit" as well as function interchangeable was reasonably found insufficient to satisfy the agency's requirements.

clearance between the enlarged Dynalec holes and the ships' studs would exceed by five times that recommended in the Navy's General Specifications for Overhaul of Surface Ships and the Navy specifications governing the shock endurance of shipboard equipment. Moreover, while there is no dispute that the Dynalec and Henschel indicators are interchangeable in an acquisition of new parts, where the mounting studs can be welded to align with the base of either indicator, the record here reasonably supports the Navy's position that the indicators are incompatible as replacement parts because they must conform to a pre-existing and unique stud pattern. Therefore, the agency properly rejected Dynalec's offered alternate proposal.

The protest is denied.


James F. Hinchman
General Counsel