

Schatz



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Constantine N. Polites & Company

File: B-239389

Date: August 16, 1990

Constantine N. Polites, for the protester.
Maryann L. Grodin, Esq., and David R. Forbes, Esq., Office
of the General Counsel, Department of the Navy, for the
agency.
Sylvia Schatz, Esq., and John M. Melody, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

1. Allegation that requirement that scaffolding system components be compatible with two manufacturers' components rather than with only one firm's components will confuse potential offerors and discourage them from competing is without merit where the requirement reflects the fact that the agency's current stock consists of components from the two manufacturers, so that compatibility with either is acceptable.
2. A contracting agency's determination as to the type of testing necessary to measure tensile strength of couplers is unobjectionable where it is reasonable; the fact that the protester believes a better test is available does not render the determination unreasonable.

DECISION

Constantine N. Polites & Company protests certain specifications in request for proposals (RFP) No. N00181-90-R-0074, as amended, issued by the Naval Supply Systems Command for scaffolding components. Polites objects to the RFP requirements for (1) compatibility of the solicited components with two manufacturers' products, which are part of an existing stock of equipment; and (2) a tensile strength test for couplers that does not specify a duration.

We deny the protest.

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The RFP, which was issued on March 2, 1990, required offerors to submit samples of the couplers and pipes offered, which, in accordance with procedures contained in MIL-S-29180A, were to be tested until destroyed under a minimum of 25,000 pounds force in tension. Under this tensile test, the Navy would steadily increase the amount of pressure on the couplers to a minimum load of 25,000 pounds force in tension and continue increasing the pressure until the couplers failed. Amendment 0002 to the RFP added a requirement that all couplers and pipes furnished by the offeror be compatible with the existing stock of components manufactured by two firms, Safeway Steel Products and Patent Scaffolding Company.^{1/}

Polites contends that the requirement that all components be compatible with two different companies' components makes it unnecessarily difficult for offerors to determine compatibility and thus may discourage firms from submitting offers. The protester suggests that the Navy instead either require components to be compatible with only one manufacturer's brand, Tublox, or create drawings of the fittings needed.

We find the requirement unobjectionable. The Navy has two different manufacturers' components in stock and requires new components to be compatible with them so all can be used interchangeably. This is precisely the end the Navy sought to achieve by specifying both manufacturers in the IFB, and we think this was a clear means of expressing the government's needs. We fail to see how a requirement for compatibility with two manufacturers' components would restrict competition, since compatibility with one would mean compatibility with the other. Indeed, this being the case, specifying both brands would seem more likely to increase competition; if the Navy required compatibility with only one brand of components, as Polites suggests, offerors of components compatible with the other brand might not be aware that their components also are considered acceptable.

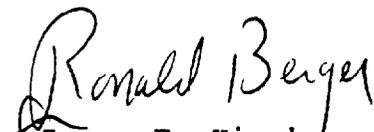
Polites also objects that the specified tensile test, in which the amount of pressure exerted on couplers increases until the couplers are completely destroyed, indicates only

^{1/} Polites also objected to a requirement in amendment 0002 for galvanization of couplers after assembly, but this requirement was deleted by amendment 0004, rendering the argument academic. See Morey Mach., Inc.--Request for Recon., B-233793.2, Aug. 3, 1989, 89-2 CPD ¶ 102.

the point at which the couplers are destroyed, and does not provide the more important indication of the point at which the couplers are deformed or damaged. The protester claims that since the couplers fail to function when they are deformed (which occurs before they are completely destroyed), the specified test does not measure the safety of the scaffolding. The protester suggests that the Navy incorporate into the IFB a tensile test under which 25,000 pounds of force in tension will be applied to the couplers for 5 minutes.

A contracting agency's responsibility for determining its actual needs includes determining the type and amount of testing necessary to ensure product compliance with the specifications. Alan Scott Indus., B-228756.2, Nov. 6, 1987, 87-2 CPD ¶ 460. We will not object to such a determination where it is reasonable. Snowbird Indus., Inc., B-226980, June 25, 1987, 87-1 CPD ¶ 630. The tensile test here is reasonable. The Navy has determined through experience that the test is valid and a technically acceptable method for measuring the tensile strength of couplers. Specifically, the Navy has found that if the couplers can sustain a minimum load of 25,000 pounds force in tension under its current tensile test, which usually takes about 1 to 1-1/2 minutes to complete, the couplers can safely support the scaffolding. Polites has presented no evidence to the contrary. Polites does not assert that it is unable to meet the test as specified, and the mere fact that Polites disagrees with the agency as to the best means of conducting the test does not render it unreasonable.

The protest is denied.


James F. Hinchman
General Counsel