



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: BF Goodrich Aerospace--Reconsideration

File: B-261561.2; B-261777.2; B-261898.2; B-261899.3; B-262018.2

Date: November 2, 1995

Albert C. Ruehmann III, Esq., for the protester.

Tania L. Calhoun, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration is denied where the requesting party does not show that our prior decision contains either errors of fact or law or present information not previously considered that warrants reversal or modification of our decision.

DECISION

BF Goodrich Aerospace (BFG) requests that we reconsider our decision in BF Goodrich Aerospace, B-261561 et al., Sept. 18, 1995, 95-2 CPD ¶ ____, denying its protests of the terms of request for proposal (RFP) Nos. N00383-94-R-0401, N00383-95-R-D364, N00383-95-R-D365, N00383-95-R-D366, and N00383-94-R-D260, issued by the Department of the Navy's Naval Aviation Supply Office (ASO) for various components of the landing gear assembly used on the Navy's F/A-18 aircraft.

We deny the request for reconsideration.

These flight-critical spare parts are subject to source approval pursuant to 10 U.S.C. § 2319 (1994). Prior to the issuance of these solicitations, ASO had two sources for these parts--McDonnell Douglas, the original equipment manufacturer, and BFG, which until recently supplied these parts to McDonnell Douglas for use on the firm's Navy aircraft production contracts.¹

When it received these requirements, the Navy realized that it could not approve new sources or retain approval of existing sources for these parts and would have

¹As McDonnell Douglas's supplier, BFG received copies of all updates to the technical data and was able to propose engineering changes, waivers and deviations. Under these circumstances, ASO was able to use BFG as an alternate source for these parts. BFG is no longer McDonnell Douglas's supplier.

to procure them on a sole-source basis from McDonnell Douglas. However, McDonnell Douglas agreed to expand the source base by offering licensing agreements to provide for the services necessary to ensure that the product delivered meets the same reliability and durability as the items previously provided. The RFPs then were revised to require offerors to demonstrate, by the time of contract award, a bilateral agreement with McDonnell Douglas for certification, review, and approval of the parts.

In its protest, BFG argued that it did not need to be licensed by McDonnell Douglas because it had ready access to the drawings in question. BFG further asserted that McDonnell Douglas's processing and manufacturing "know-how" was not exclusive because there were many ways to manufacture these parts.

In our decision, we stated that BFG's argument overlooked the fact that processing and manufacturing procedures, different though they may be, must all result in a spare part that conforms to the current design controlled by McDonnell Douglas. Because an offeror has the burden of demonstrating its qualification and the acceptability of alternate products, Sterling Mach. Co., Inc., B-246467, Mar. 2, 1992, 92-1 CPD ¶ 253, and the record was clear that McDonnell Douglas was in the best position to gauge that acceptability, we did not believe that the alternative licensing arrangement with McDonnell Douglas was improper.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must show that our prior decision contains either errors of fact or law or present information not previously considered that warrants reversal or modification of our decision. Section 21.14(a), 60 Fed. Reg. 40,737, 40,744 (1995) (to be codified at 4 C.F.R. § 21.14(a)); R.E. Scherrer, Inc.--Recon., B-231101.3, Sept. 21, 1988, 88-2 CPD ¶ 274. BFG has not met this standard.

BFG challenges our assertion that the Navy does not physically possess much of the data necessary for source approval and reiterates its allegation that the data may merely be inaccessible to the Navy. However, the Navy's legal memorandum specifically states, "the Navy does not physically possess all of the necessary data for the manufacture of these items."

BFG also essentially repeats its earlier-raised argument that some of this data is merely manufacturing data which can be supplied by any capable manufacturer. As noted above, we specifically addressed this argument in our prior decision. BFG's mere repetition of its original argument demonstrates disagreement with our decision but does not satisfy the standard for reconsideration. R.E. Scherrer, Inc.--Recon., supra.

Finally, BFG complains that we did not address its allegation that the Navy wrongly asserted that the proposed licensing agreements for the parts at issue had been

tailored to meet the Navy's minimum requirements for these parts. In fact, the Navy never stated that the licensing agreements themselves were being tailored--these agreements are between McDonnell Douglas and the individual offerors--but that the requirements for these agreements, set forth in the solicitations, were tailored to the elements of each part being procured. We thus declined to address BFG's allegation because it was premised on a misreading of the agency report and not essential to our decision.

The request for reconsideration is denied.

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