

C. Melody

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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

**FILE:** B-218869.2 **DATE:** June 6, 1985  
**MATTER OF:** Allied Bendix Aerospace

**DIGEST:**

1. Dismissal of original protest for failure to set forth a detailed statement of the legal and factual grounds of protest is affirmed where protester offers no explanation of basis of protest until request for reconsideration is filed and that request does not independently constitute a timely complete protest.
2. GAO will not review protest that contracting agency should procure item from the protester on a sole-source basis.
3. Protester's contention that award to prospective awardee will violate protester's licensing agreement with prospective awardee involves dispute between private parties that is not for resolution by GAO.

Allied Bendix Aerospace requests that we reconsider our decision to dismiss its original protest, B-218869.1, filed with our Office on May 10, 1985. We dismissed the protest by letter dated May 10 because Allied failed to provide a detailed statement of the legal and factual grounds of its protest. We affirm the decision to dismiss the protest.

Allied's protest concerns request for proposals (RFP) No. DAAK11-85-R-0062, issued by the Army for a quantity of chemical agent monitors, devices used to detect the presence of certain toxic agents as surface contamination or as airborne vapors. In its original protest to our Office, Allied stated only that it objected to award being made under the RFP to any firm other than Allied, without explaining the basis for its objection. Allied stated that the details of its argument would be furnished later. Our Bid Protest Regulations require that a protest set

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forth a detailed statement of the legal and factual grounds of protest including copies of relevant documents, 4 C.F.R. § 21.1(b)(4) (1985), and provide for dismissal of any protest which fails to comply with that requirement, 4 C.F.R. § 21.1(f). Since Allied failed to state in any detail its basis for objecting to award under the RFP, we dismissed the protest.

In its request for reconsideration, Allied provides a more detailed discussion of the basis of its protest. Our regulations, however, do not contemplate a piecemeal presentation of arguments or information. Thus, we will not open our file on this matter unless Allied's request for reconsideration independently constitutes a timely complete protest. Allied's request for reconsideration, considered independent of its first submission to our Office on May 10, is untimely. Allied initially filed its protest of the sole-source procurement with the Army by letter dated April 4. It is not clear from the present record whether the Army specifically replied to the protest letter; however, on April 24 the Army did issue an amendment to the solicitation (a copy of which Allied submitted with its request for reconsideration), which extended the proposal due date and revised various technical portions of the solicitation. Issuance of the amendment reflected the Army's intention to proceed with the procurement on a sole-source basis, an action clearly adverse to the position taken in Allied's April 4 letter to the Army, and, in our view, sufficient to place Allied on notice that its protest had been denied. Under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(3), Allied's protest to our Office had to be filed within 10 days of actual or constructive knowledge of the Army's adverse action on the protest. See Clark Equipment Co., B-203139, May 27, 1981, 81-1 CPD ¶ 416. Allied's request for reconsideration was not filed with our Office, however, until May 24, 1 month after issuance of the amendment on April 24, and thus is untimely. See Siska Construction Co., Inc., B-217066, Feb. 5, 1985, 85-1 CPD ¶ 140.

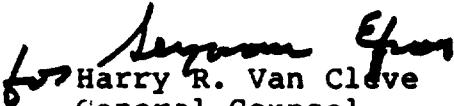
In any event, Allied's arguments are not appropriate for our consideration. Allied objects to the Army's plan to acquire the chemical agent monitors on a sole-source basis from Graseby Dynamics Limited, a British company which developed the device. Allied states that it has an exclusive license from Graseby to manufacture and sell the chemical agent monitors in the United States. In light of

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that licensing agreement, Allied argues, the Army should procure the device on a sole-source basis from Allied, not Graseby.

Generally, we do not review protests that an agency should procure an item from a particular firm on a sole-source basis. Marker-Modell Associates, B-215049, May 25, 1984, 84-1 CPD ¶ 576. This is so even where the protester claims, as Allied does, that its proprietary position makes it the only firm which can provide the item. See Baird Corp., B-206268, July 6, 1982, 82-2 CPD ¶ 17; Thermionics Laboratory, Inc., B-196074, Oct. 19, 1979, 79-2 CPD ¶ 273. Moreover, Allied's contention that award to Graseby will violate its rights under the licensing agreement relates to a potential dispute between private parties that is not for resolution by our Office. See Thermionics Laboratory, Inc., B-196074, supra.

The prior decision is affirmed.

*for*   
Harry R. Van Cleve  
General Counsel