

*Washington*  
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**DECISION**



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

**FILE:** B-218056.2

**DATE:** May 21, 1985

**MATTER OF:** Riverport Industries, Inc.--  
Reconsideration

**DIGEST:**

Prior decision is affirmed on reconsideration where protester has not shown any error of law or fact which would warrant reversal of that decision.

Riverport Industries, Inc. (Riverport), requests that we reconsider our decision in Riverport Industries, Inc., B-218056, Apr. 4, 1985, 85-1 CPD ¶ \_\_\_\_\_. In that decision, we held that under a solicitation requesting alternative bids, one with first article approval test and one without first article, a bid based on either alternative is responsive. We affirm our decision.

In its original protest, Riverport had alleged that all other bids submitted were nonresponsive because they failed to include a price for providing the required equipment without first article approval. We held, however, that the two different sets of prices represented alternative bids, either of which were responsive to the solicitation.

Riverport now alleges that our decision misapplies the term "alternative bid." In essence, the protester argues that where alternative bids are requested, each of these bids must be submitted so that the government may choose which alternative to accept. The protester claims that, here, the other bidders have chosen not to submit bids reflecting a waiver of the first article test. In this way, the protester argues, the bidders have usurped the government's right to choose; by not offering this choice, they have not complied with the specifications.

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We find no support for the protester's analysis. As we pointed out in our prior decision, bidders cannot provide this equipment without first article testing unless they have received a waiver and they are not eligible for this waiver unless they have provided identical or similar equipment in the past. Therefore, it would be meaningless to require the inclusion of these prices by every bidder regardless of whether the bidder was qualified to offer the equipment without first article tests.

Riverport alleges that the awardee, Crown Products, had provided similar equipment to the government in the past, as a subcontractor to the protester. Therefore, the protester reasons that Crown was qualified to apply for the waiver and was required to bid on that basis. However, our explanation of the rationale behind permitting the alternative bids--that some bidders are only qualified to bid on the alternative of first article tests--does not mean that bidders who are qualified to bid on both alternatives must do so.

Moreover, this argument is untimely and irrelevant. It is irrelevant to the issue of the responsiveness of Crown's bid, since we have held that in this situation, both bids with first article and bids without first article are responsive. It is untimely because it is information which was available to Riverport when it filed its protest and which, therefore, should have been presented at that time. We cannot permit protesters to present their claims in a piecemeal fashion and thereby disrupt procurement for unnecessarily long periods of time. See Amarillo Aircraft Sales and Services, Inc.--Reconsideration, B-214225.2, Nov. 28, 1984, 84-2 CPD ¶ 582.

Since Riverport has not shown any error of fact or law in our prior decision, it is affirmed. All-State Railroad Contracting, Inc.--Reconsideration, B-218226.2, Mar. 15, 1985, 85-1 CPD ¶ 314.

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