

144676



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Corbin Superior Composites, Inc.--Second
Reconsideration

File: B-242394.5

Date: August 20, 1991

Ted D. Corbin for the protester.
Jennifer Westfall-McGrail, Esq., and Christine S. Melody,
Esq., Office of the General Counsel, GAO, participated in the
preparation of the decision.

DIGEST

Second request for reconsideration is denied where it is based
on a new argument not raised in the initial protest.

DECISION

Corbin Superior Composites, Inc. for the second time requests
reconsideration of our decision, Corbin Superior Composites,
Inc., B-242394, Apr. 19, 1991, 91-1 CPD ¶ 389, in which we
denied its protest of an allegedly overly restrictive
technical requirement in invitation for bids (IFB) No. N00104-
91-B-0001, issued by the Navy Ships Parts Control Center for
inflating cylinders to be used on U.S. Navy life rafts.
Specifically, Corbin objected to the requirement for visual
inspection of the cylinders between the endurance and burst
test portions of the first article test and for the rejection
of any cylinders exhibiting any unwrapping of fiberglass.

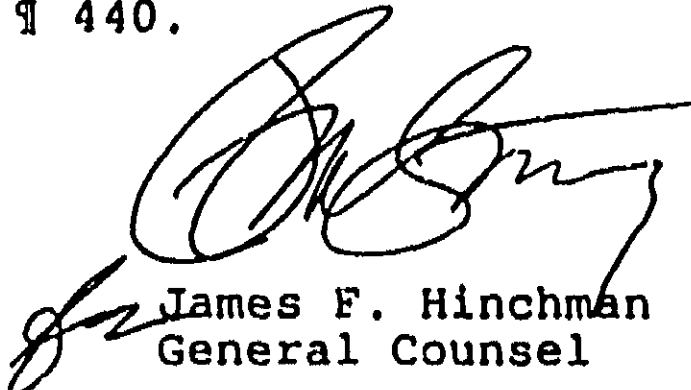
We deny in part and dismiss in part the request for
reconsideration.

Corbin contends that in our decision responding to its
initial request for reconsideration, Corbin Superior
Composites, Inc.--Recon., B-242394.4, June 7, 1991, 91-1 CPD
¶ , we failed to consider an excerpt from the Navy manual
governing the inspection, testing, and repair of inflatable
life rafts that it had furnished as an exhibit. This excerpt
provides that "areas of scratches or abrasions that penetrate
through the cylinder protective coating shall be touched-up
with a clear epoxy resin prior to hydrostatic testing."
Corbin argues that it would have been consistent with the
procedures set forth in the Navy manual for the Navy to have
permitted it to repair any breaks in the barrier coating of
its cylinders caused by the unraveling of the hoop wrap.

According to the protester, its cylinders would not have failed the first article test under a previous contract if the Navy had permitted it to make such repairs.

To the extent that the protester is arguing that this excerpt from the repair manual supports its contention that a slight break in the barrier coating of a cylinder, such as occurs when its hoop wrap comes loose, does not impair the physical integrity of the cylinder, this is an argument that Corbin could have--but did not--raise in connection with its original protest. A party's failure to raise such an argument undermines the goals of our bid protest forum--to produce fair and equitable decisions based on consideration of both parties' arguments on a fully developed record--and cannot justify reconsideration of our prior decision. Department of the Army--Recon., B-237742.2, June 11, 1990, 90-1 CPD ¶ 546.

Further, to the extent that Corbin is objecting to the Navy's rejection of its cylinders for failing the first article test under a previous contract, this is not an appropriate matter for our consideration since it does not concern the solicitation at issue in this protest, but rather a matter of contract administration for consideration by the contracting agency. Leslie L. Hassell, B-236674, Nov. 7, 1989, 89-2 CPD ¶ 440.



James F. Hinchman
General Counsel