

Protest of)
PAMELA J. SUTTON) Date: April 4, 1988
Solicitation No. 948-82-87) P.S. Protest No. 87-110

ON RECONSIDERATION

Ms. Pamela J. Sutton has timely requested reconsideration of our February 9, 1988, decision which denied her protest to the contracting officer's determination that Ms. Sutton was a nonresponsible bidder for a highway contract under Solicitation No. 948-82-87. We found that Ms. Sutton's then recent abandonment of her prior highway contract route after only two months on the job demonstrated sufficient support for two months on the job demonstrated sufficient support for the contracting officer's finding of nonresponsibility based on the protester's lack of tenacity and perseverance.^{1/}

In request for reconsideration, Ms. Sutton pointed out that the contracting officer had not sent her a copy of his October 30, 1987, statement forwarded to this office pursuant to PCM 2-407.8 f (3) in support of his position in the protest. We sent her a copy and provided her an opportunity to respond to the statement within the framework of this reconsideration.

We have carefully reviewed Ms. Sutton's detailed response and have determined that it primarily reasserts her previous argument that she was justified in abandoning her prior route (Georgetown-Garden Valley) because it was onerous and dangerous.^{1/} The only new contentions Ms. Sutton presents concern the training she

^{1/}Ms. Sutton's abandonment and termination occurred 13 months prior to the nonresponsibility determination.

^{2/}Ms. Sutton's response also addressed here contention that she possesses sufficient financial resources to perform this financial responsibility, we will not discuss these statements.

received or was offered. Specifically, in response to statements of the Georgetown postmaster which were submitted with the contracting officer's report that she failed to take advantage of offers of training, she states that the Georgetown postmaster was away on vacation during several of the days he stated that he offered to help train her. Ms. Sutton also explained that she declined a clerk's offer of casing training because Ms. Sutton believed her own methods of casing were superior to those taught by the Postal service clerk. Ms. Sutton did not, however, challenge the fact that the postmaster and the former holder of the highway contract in question offered her training opportunities at various times or that she declined some offers of help.^{4/}

Although Ms. Sutton contends that the Georgetown postmaster was on vacation during the days he contended he offered her training, little weight can be given to these assertions because Ms. Sutton does not appear to challenge the fact that training was offered and on occasion refused. Ms. Sutton's training was offered and on occasion refused. Ms. Sutton's assertion that the Postal Service clerk's casing training would not be useful to her is contradicted by several statements by the Georgetown postmaster that Ms. Sutton's casing speed was too slow, even for a new carrier. Ms. Sutton's contentions that traffic was dangerous and the workload too heavy on the abandoned route do not state any new arguments or facts which were not considered in our prior decision. As we explained in our prior decision, although there is some evidence to demonstrate that the workload on Ms. Sutton's prior route was heavy, this does not justify Ms. Sutton's response -- abandonment.

On reconsideration, our decision is affirmed.

William J. Jones
Associate General Counsel
Office of Contracts and Property Law

[checked against original JLS 3/15/93]

^{3/}From her statement we cannot determine if she disputes that the Georgetown postmaster offered several times to take her out on the route personally for training, which offers she declined. The only matters she clearly disputes are the days on which these events occurred.