

Protest of Proposals ) Date: April 3, 1991  
SHELDON TRANSFER & STORAGE CO. )  
Solicitation No. 089990-91-A-0005 ) P.S. Protest No. 91-08

ON RECONSIDERATION

Sheldon Transfer & Storage co. ("Sheldon") has timely filed a request for reconsideration of our March 13, 1991 decision which dismissed in part and denied in part its protest. In its original protest, Sheldon questioned the propriety of the cancellation of a solicitation issued for warehousing services. In addition, Sheldon alleged that the Postal Service improperly evaluated its technical and cost proposals under the new solicitation.

In our decision, we dismissed as untimely the portion of Sheldon's protest which discussed its concerns about the cancellation of the original solicitation since these concerns were raised more than two and one-half months after it was notified of the cancellation. We denied the portion of Sheldon's protest which alleged bad faith on the part of the contracting officer because he retained Sheldon's original offer, instead of returning it to Sheldon. Further, we denied the protester's allegations concerning the improper evaluation of its technical and cost proposals, stating that many of its concerns stemmed from its lack of understanding the evaluation scheme. We reviewed its technical proposal and found that the contracting officer's judgment had a reasonable basis.

In its request for reconsideration, Sheldon asserts that certain facts and information were not considered by this office in making our decision. The protester argues that, contrary to our holding, it timely protested the handling of its offer under the first solicitation. Sheldon states that it was told that its proposal would not be returned on January 17 and its protest was received by the Postal Service on January 25 - within 10 working days. Sheldon questions the contracting officer's statement that it only opened Sheldon's original proposal but did not evaluate it. The protester reasserts that since it was the only qualified offeror, it should contain have received award under the first solicitation.

The protester disagrees with our statement in the decision that the solicitation did not require that geographic distance be factored monetarily into the price proposal, but was instead a technical factor. Sheldon points to Section A of the solicitation, entitled "Items and Prices" which stated that "evaluation of will consider the geographic location of the facility. . . ." Sheldon contends that since this quotation was contained in a section of the solicitation entitled "Items and Prices", the geographic location of the warehouse should have been converted into dollars and become part of the cost proposal. Sheldon requests that the Postal Service now make that cost evaluation.

Lastly, Sheldon disagrees with our statement that it could not rely upon its incumbency as a substitute for submitting a technical proposal that was responsive to the solicitation requirements. The protester points out that its technical proposal included many pages explaining that it complied with the stated criteria and how it would accomplish the work required, proving it did not rely upon its incumbent status. Sheldon also complains that it did not receive an explanation concerning the scoring of the technical proposals of all the

offerors, alleging the scoring was inaccurate.

Procurement Manual ("PM") 4.5.7 n. states that a "request for reconsideration must a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not considered." "Reconsideration is not appropriate where the protester simply wishes us to draw from the argument and facts considered in the original protest decision conclusions different from those reached in that decision. " Applied Copy Technology Inc., On Reconsideration, P.S. Protest No. 89-62, November 7, 1989; C.R. Daniels, Inc., On Reconsideration, P.S. Protest No. 90-62, January 17, 1991.

Since Sheldon has not specified any errors of law made in our original decision, it must discuss new information not considered earlier. Sheldon does not offer any new information. Moreover, the protester is confused about our holding concerning timeliness. We dismissed as untimely Sheldon's request to be awarded a contract under the cancelled solicitation. We did not state that its concerns about the handling of its proposal were untimely. That portion of its protest was denied because it did not prove bad faith on the part of the contracting officer.

Although the protester disagrees with our determination that the solicitation did not require that geographic location be factored monetarily into the cost proposals, that disagreement cannot be the basis for a request for reconsideration. The protester is merely drawing different conclusions from the facts already considered. Further, our statement about Sheldon's reliance upon its incumbency was in response to the specific doubts it raised in its protest letter that other offerors could score higher on their proposals than it had. Sheldon based this doubt upon the fact that it was the incumbent and had been performing satisfactorily. We merely informed Sheldon that its incumbency could not give it any advantage in the evaluation of its proposal. Finally, Sheldon should note that it is not appropriate to make the technical evaluations of other offerors available for point-by-point criticism by unsuccessful proponents. See PM 4.1.5 j.3.; Travelco, Inc., P.S. Protest No. 91-10, March 21, 1991. Therefore, its arguments in that regard are meritless.

The request for reconsideration is denied.

**[Signed D. D. Anna for]**

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**[Compared to original 5/18/95 WJJ]**