

Protest of)	Date: October 4, 1989
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BWN Contracting Co., Inc.)	
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Solicitation Nos. 199986-89-A-0021)	
199986-89-A-0025)	P.S. Protest Nos. 89-38,
182412-89-A-0022)	89-50 & 89-57

DECISION ON RECONSIDERATION

BWN Contracting Co., Inc. (BWN), has timely requested reconsideration of our decision in BWN Contracting Co., P.S. Protest Nos. 89-38, 89-50 & 89-57, August 31, 1989, in which we denied its protests against the awards of term construction contracts to companies other than BWN under each of the above solicitation numbers. The protester alleged in those protests that the three procurements were influenced by improper favoritism.

In its letter requesting reconsideration, BWN alleges as its bases for reconsideration that the protests were not treated as individual cases or reviewed by separate counsel, and that only issues relating to discrimination against a woman owned company were considered in the protest and not further issues of favoritism. BWN additionally complains that it was not furnished with copies of the decisions referenced in the protest decisions and that work under the contracts which were protested in Protest Nos. 89-38 and 89-50 started prior to the issuance of the decision.

The Procurement Manual (PM) requires that a request for reconsideration "contain 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."

PM 4.5.7 n.^{1/} See Lock Corporation of America, On Reconsideration, P.S. Protest No. 89-14, April 25, 1989. Our scope of review of a request for reconsideration is very limited.

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 we reached in that decision. Fort Lincoln New Town Corporation, On Reconsideration, P.S. Protest No. 83-53, November 21, 1983; Tompkins & Associates, On Reconsideration, P.S. Protest No. 88-58, January 27, 1989.

^{1/}Protest Nos. 89-38 and 89-50 were decided under the provisions of the PM. Protest No. 89-57 was decided pursuant to the Postal Contracting Manual (PCM) which contains a provision, Section 2-407.8 f. (10), which is essentially the same as PM 4.5.7 n.

With regard to BWN's contention that reconsideration is warranted because the protests were not treated as individual cases, we note that although the protests were resolved in one decision, all of BWN's grounds for protest of each solicitation were reviewed within that decision. Neither the PM nor the PCM require separate decisions, and where similar issues about several solicitations are raised by a protester, it is often most efficient and economical to allow the parties to consolidate their comments and for this office to issue a consolidated decision. See Coplun Engineering & L. Parry, Inc., P.S. Protest Nos. 89-29, 89-32 & 89-33, August 8, 1989.

With regard to protester's contention that the protests should have been reviewed by separate counsel, PM 4.5.2 b and PCM 2-407.8 b provide that the Associate General Counsel, Contracts and Property Law, is designated as the representative of the General Counsel with the authority to decide protests. That procedure was followed precisely.

BWN's argument that the decision failed to consider its allegations of favoritism in award of contracts is without merit. That allegation was fully dealt with in the body of the decision, which stated: "Concerning the protester's allegations that award of the contracts at issue was discriminatory or the result of favoritism, it is the protester's responsibility to present evidence to establish its position affirmatively....No factual substantiation of this allegation was supplied by the protester, and we may not make such a finding based on speculation...."

In its reconsideration request, BWN further alleges that work was allowed to proceed in Protest Nos. 89-38 and 89-50 while the two protests were pending. Since these were protests filed after award, they are governed by PM 4.5.5 b, which states in part, "The contracting officer, with the advice of assigned counsel, must determine whether it would be in the interest of the Postal Service to allow the contractor to proceed...." The protester has supplied us with no information indicating that the contracting officer did not follow this procedure.

Finally, it is neither the practice of this office nor a requirement of the PM or PCM to attach to protest decisions copies of previous decisions cited in protests. Those decisions are made available to the public, and the protester has alleged no prejudice resulting from not having the decisions supplied it. On reconsideration, our initial decision is affirmed.

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

[checked against original JLS 5/24/93]