

Protest of) Date: October 21, 1992
RITA DWIGHT)
Solicitation No. 369990-92-A-0174) P.S. Protest No. 92-15

ON RECONSIDERATION

Ms. Rita Dwight requests reconsideration of our decision of July 14, 1992, which denied her protest, finding that the contracting officer's determination that Ms. Dwight was a nonresponsible offeror for cleaning services at the Avon, NC, post office was not arbitrary or capricious.

Ms. Dwight states several rationales which she believes justifies reversal of our decision. First, she alleges that the contracting officer has imported into the award decision making process an improper condition for award - that the postmaster of the Avon facility be satisfied - which allowed the postmaster's personal biases and prejudices to infect and taint the award process. She charges the contracting officer with failure to conduct an independent investigation of the postmaster's prejudices, blindly accepting her conclusion as to Ms. Dwight's capacity to perform the required services. Ms. Dwight views this abdication of responsibility as an unreasonable violation of our regulations and practices.

Second, Ms. Dwight argues that the allegedly insufficient time she allotted for the required work is an inadequate reason to find that she was nonresponsible. She notes that the number of hours set forth in the solicitation was only an estimate, that the postmaster required that the work be finished in much less time than the solicitation's estimated hours, and that, in fact, the current contractor was completing performance in substantially less time than the initially estimated hours. Therefore, rejection of her proposal because it provided for less hours than were estimated in the solicitation would be unreasonable.

Third, Ms. Dwight argues that the postmaster's statement that Ms. Dwight could not "guarantee" that the most substantial portion of her duties would be completed between the hours of 8:00 a.m. and 10:00 a.m. is false and misleading. She explains at length that she repeatedly assured the postmaster that she would do the work required during that time frame and thought that this problem had been resolved. She believes that the lack of a guarantee was merely an unsupported afterthought on the part of the

postmaster to justify her otherwise unjustifiable rejection, based on the postmaster's erroneous assumptions and opinions.

Finally, Ms. Dwight argues that we failed to consider relevant information in deciding her protest. She filed comments after the record was closed that the successful offeror was working at another job in a different state. This allegedly further bolsters her argument that the postmaster's opinion as to who would be the more reliable contractor was in error and, therefore, she should be awarded the contract.^{1/}

Our review of reconsideration requests is very narrow:

Information not previously considered refers to that which a party believes may have been overlooked by our office or to information which a party did not have access to during the pendency of the original protest. J. Fiorito Leasing, Ltd., On Reconsideration, P.S. Protest No. 83-5, September 27, 1983; accord Beacon Winch Co. -- Reconsideration, Comp. Gen. Dec. B-206513.3, October 1, 1982, 82-2 CPD & 304; B & M Marine Repairs, Inc. -- Request for Reconsideration, Comp. Gen. . Dec. B-202966.2, February 16, 1982, 82-1 CPD & 131. Reconsideration is not appropriate where the protester simply wishes us to draw from the arguments and facts considered in the original protest conclusions different from those we reached in that decision. Reassertion of arguments previously considered and rejected by this office does not constitute a ground for reconsideration. Beacon Winch Co. -- Reconsideration, supra; accord GSCD, Inc., On Reconsideration, P.S. Protest 83-18, October 25, 1983. Similarly, where information and arguments were known or available to the protester during the development of its protest but were not presented in the original proceeding, such information and arguments may not be considered in a request for reconsideration. Beacon Winch Co. -- Reconsideration, supra, accord J. Fiorito Leasing, Ltd., supra; Logan Co., On Reconsideration, P.S. Protest No. 82-65, February 9, 1983.

Fort Lincoln New Town Corporation, On Reconsideration, P.S. Protest No. 83-53, November 21, 1983.

Ms. Dwight's first three reasons for reversal of our decision are inadequate. All of these issues were reviewed and discussed at length as a part of our initial decision. Ms. Dwight has not set forth any new evidence which would tend to mandate reversal of the conclusion we reached in that decision on these issues. Rather, she basically disputes our conclusion, based on the evidence in the record, that the reasons she was found to be nonresponsible were adequate. Ms. Dwight's arguments overly emphasize certain words or phrases, often out of context, and miss the conclusion of our decision, which was that there was sufficient evidence in the file for the contracting officer to reasonably doubt her ability to perform the contract successfully. Therefore, her arguments do not form a sufficient grounds for reconsideration.

^{1/} After filing her request for reconsideration, Ms. Dwight filed further comments indicating that the current contractor had quit and that a solicitation for cleaning services at the Avon post office would be issued shortly.

Ms. Dwight is correct that her claim that the successful offeror had taken a job in another state and had, essentially, abandoned the contract was not considered in our earlier protest decision. That this information was not considered in the initial decision is immaterial, however, because issues concerning a successful offeror's performance is a matter of contract administration which is outside the scope of our protest function. International Business Machines Corporation, P.S. Protest No. 90-66, January 11, 1991; Tulsa Diamond Manufacturing Corp. et al., P.S. Protest Nos. 85-18, 85-20 and 85-23, June 20, 1985. How a contractor performs a contract is, quite simply, irrelevant to the propriety of the solicitation and award of the contract, which constitutes the boundaries within which we exercise our protest jurisdiction. See Procurement Manual 4.5.2 a. Therefore, even if true, Ms. Dwight's allegations of abandonment of the contract by the successful offeror do not affect the validity of the award decision.

Ms. Dwight has not set forth any valid grounds for reversal of our previous decision. Therefore, on reconsideration, that decision is affirmed.

For the General Counsel:

William J. Jones