

should have been filed with the contracting agency or our Office by the time set for receipt of offers. According to Sunset, it was not aware of GSA's refusal to extend the deadline for receipt of offers until after the deadline for receipt of offers had passed, when it received the agency report stating GSA's position that it rejected Sunset's offer because it was late. Sunset asserts that statements made by the contracting officer during their telephone conversation cannot be interpreted as notice that the deadline for receipt of offers would not be extended. Sunset concludes that its protest, filed within 10 days of its actual notice that an extension of the deadline for receipt of offers was not extended, was timely.

Under our Bid Protest Regulations, a request for reconsideration must contain a detailed statement of the factual and legal grounds upon which reversal or modification of a decision is deemed warranted and must specify any errors of law made in the decision or information not previously considered. 4 C.F.R. § 21.12(a) (1985). Information not previously considered refers to information which was overlooked by our Office or information to which the protester did not have access when the initial protest was pending. Tritan Corporation--Reconsideration, B-216994.2, Feb. 4, 1985, 85-1 C.P.D. ¶ 136. Sunset does not present any new facts which were not previously considered by our Office. We reviewed the contracting officer's memorandum of the telephone conversation with Sunset and noted in our decision that the memorandum showed an extension had not been granted. Mere disagreement with our prior decision provides no basis for reversing the decision. TCA Reservations, Inc.--Reconsideration, B-218615.2, Oct. 8, 1985, 85-2 C.P.D. ¶ 389.

Sunset also objects to our statement that it was not prejudiced by GSA's failure to notify it promptly that its July 31 best and final offer had not been considered. Sunset argues that since it was the low offeror at the time its July 31 offer was submitted based on its previously submitted May 15 initial proposal, GSA could have accepted its late modification as that of an otherwise successful offeror, and GSA's failure to do so prejudiced Sunset's position. Our prior decision, however, explained that Sunset was not an otherwise successful offeror because it was not already in line for award; we cited the numerous reasons given by GSA for not awarding a contract to Sunset based on its May 15 offer.

Since Sunset has not shown any error of fact or law in our prior decision, it is affirmed.

Harry R. Van Cleve
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General Counsel