



The Comptroller General
of the United States

Washington, D.C. 20548

Tammilli PL

Decision

Matter of: Alascom, Inc.--Reconsideration
File: B-227074.2; B-227075.2; B-227076.2; B-227077.2
Date: September 16, 1987

DIGEST

1. Request for reconsideration of prior decision is denied where the request does not provide evidence of factual or legal errors in the decision.
2. The protester's bare assertion that it would have been able to lower its prices by offering more efficient technical configurations if it had known that solicitation service dates were extended is not sufficient to establish that protester was competitively prejudiced by the unannounced extensions, especially where the protester's proposed prices were about 38 percent higher than the awardee's prices.

DECISION

Alascom, Inc., requests reconsideration of our decision, Alascom, Inc., B-227074, et al., Aug. 10, 1987, 87-2 C.P.D. ¶ , in which we dismissed in part and denied in part the firm's protest of the award of a contract to Contel ASC by the Defense Commercial Communications Office (DECCO). Alascom contends that our decision is incorrect because we stated that Alascom had not demonstrated how it was prejudiced by DECCO's unannounced change in the service dates of the four protested solicitations whose requirements were combined in the single contract awarded. Alascom also argues that the decision failed to address Alascom's contention that DECCO did not promptly notify the firm of the award.

We deny the request for reconsideration.

In our August 10 decision, we determined that the service dates were not material requirements that offerors had to meet in order to be considered acceptable. We based this determination on the express statements in the requests for proposals that award might be made to an offeror even though

its proposal indicated that it would not meet the service date. As the offers of both Alascom and Contel were technically acceptable, and Contel's proposal represented a savings of more than \$141,000 to the government, we found no fault in DECCO's decision to award to Contel.

In addition to finding that the service dates were not material, we stated that Alascom had alleged, but not shown, that it would have reduced its prices if it had been notified that the service dates were extended. We cited KET, Inc.--Request for Reconsideration, B-190983, Jan. 12, 1981, 81-1 C.P.D. ¶ 17, as support for our opinion that Alascom had not carried its burden of showing that it had suffered competitive prejudice, especially in view of the great difference between its proposed prices and those offered by Contel.

Alascom points to the affidavit of one of its employees that had been submitted with its original protest as "credible evidence" of how it would have reduced its prices. In that affidavit, however, the Alascom employee states only that "more efficient technical configurations" would have been offered. In our opinion, this does not provide sufficient detail to enable our Office to determine that Alascom would have been able to reduce its prices enough to supplant Contel as the awardee.

Alascom also takes issue with our citing KET because the price differential in that case was approximately \$8 million while the price difference between Alascom and Contel was only \$141,116. However, we believe that the legal principle enunciated in KET--that a protester must show how it has been competitively prejudiced--is fully applicable to Alascom's protest. The protester's price in KET was 67 percent higher than the awardee's price, while here Alascom's price was about 38 percent higher than Contel's. In our view, the 38 percent price differential in the present case is indeed a significant difference, and Alascom's bare assertion that it would have reconfigured if it had known of the later service dates by itself is not sufficient to show that it was competitively prejudiced.

Alascom charges that we erred in our decision when we declined to address Alascom's argument related to DECCO's failure to notify it promptly that award had been made to Contel. Alascom argued then, as it argues now, that it was prejudiced because this delay prevented it from protesting within 10 days of the award and obtaining the benefits of suspension of contract performance under section 21.4(b) of our Bid Protest Regulations. 4 C.F.R. § 21.4(b) (1987). As

we stated in our decision, however, since there is no legal merit to Alascom's protest, Alascom was not prejudiced by the delay in notification even though Contel's performance under its contract was not suspended.

Since Alascom has not provided any evidence of factual or legal errors in our prior decision, the request for reconsideration is denied. 4 C.F.R. § 21.12.

for *Raymond Spas*
Harry R. Van Cleve
General Counsel