



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Excell, Inc.--Request for Reconsideration
File: B-228304.2
Date: October 19, 1987

DIGEST

1. Protester's allegations in a request for reconsideration that merely reiterates the facts and arguments previously considered in its original protest do not provide a basis for reconsideration.
2. General Accounting Office will not review the merits of an allegation that a contract should be awarded on a sole-source basis since the purpose of GAO's role in resolving bid protests is to ensure that the statutory requirements for free and open competition for government contracts are met.

DECISION

Excell, Inc. requests that we reconsider our dismissal of its protest Excell, Inc., B-228304, Sept. 28, 1987. We dismissed its protest over against the award of a contract to Reddick & Sons, Inc., under solicitation No. DAKF36-87-B-0092, issued by the Department of the Army, Fort Drum, New York, for a storage facility. Excell contended that the Army improperly determined Reddick & Sons to be responsible, because Excell is the only bidder that could comply with certain specifications in the solicitation. We dismissed the protest because the Army's decision to award the contract to Reddick & Sons constituted an affirmative determination of responsibility which our Office does not review unless there is a showing that the contracting agency may have acted in bad faith, committed fraud or that definitive responsibility criteria stated in the solicitation have not been met. 4 C.F.R. § 21.3(f)(5) (1987). Excell did not allege or present evidence that any of these exceptions existed.

In its request for reconsideration, Excell again alleges that Reddick & Sons is unable to comply with the specifications of the solicitation. Excell further states

040273

that it should be awarded the contract on a sole-source basis, because it is the only bidder capable of complying with said specifications.

We dismiss the request for reconsideration.

A request for reconsideration must 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 previously considered. 4 C.F.R. § 21.12(a) (1987). The protester's request does not meet this standard as its allegations are a reiteration of the facts and arguments presented in its original protest.

For example, Excell again argues that neither Reddick & Sons, nor any other bidder, can comply with the specification in the solicitation. Excell states that it is the only bidder that can comply with Technical Provision 1.2 of the solicitation and that it is the only bidder that can provide a prepainted arched metal building which meets the solicitations requirements. All of these arguments were contained in the original protest, and all relate to the responsibility of the awardee.

Whether Reddick & Sons will in fact meet its contractual obligations to the Army under the award is a matter of contract administration which is the responsibility of the contracting agency and is not covered by our bid protest function. Darby Marine & Supply, Inc., B-228653, supra. In addition, Excell's assertion that it should be awarded the contract on a sole-source basis because of its belief that it is the only bidder capable of providing the materials required in the specification is not a matter that we will consider. The purpose of our role in resolving bid protests is to ensure that the statutory requirements for free and open competition for government contracts are met. Therefore, we will not review the merits of an allegation that a contract should be awarded on a sole-source basis. Stone Tract Associates, B-225568, Jan. 8, 1987, 87-1 C.P.D.
¶ 38.

The request for reconsideration is dismissed.



Robert M. Strong
Deputy Associate
General Counsel