

14312 *N. Hartzler*
PLII



DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

[Untimely Request for Reconsideration]

FILE: B-196432.4 DATE: July 17, 1980

MATTER OF: Technical Industries, Inc.--
Reconsideration

DIGEST:

Request for reconsideration which neither meets timeliness standards nor provides detailed statement of factual and legal basis upon which reconsideration is warranted as required by GAO Bid Protest Procedures, 4 C.F.R. § 20.9 is dismissed.

Technical Industries, Inc. (Technical) requests reconsideration of our decision, Fisher Berkeley Corporation; International Medical Industries, B-196432, B-196432.2, January 9, 1980, 80-1 CPD 26, where our Office recommended that the Veterans Administration terminate the contract with Technical, the third lowest bidder if either of the lower bidders were acceptable and award the contract to the lowest responsive, responsible bidder. In Fisher, our Office found that the Veterans Administration had applied the solicitation's specifications too strictly and, therefore, had unfairly excluded the two lowest bidders from consideration. Technical also believes that its contract does not contain a termination for convenience of the Government clause. The request for reconsideration was filed on June 25, 1980.

Section 20.9(b) of our Bid Protest Procedures provides that reconsideration requests must be filed not later than 10 working days after the basis for reconsideration is known or should have been known, whichever is earlier. 4 C.F.R. § 20.9(b) (1980). Technical's request acknowledged that it was aware of our decision and had received formal notification of the contract cancellation on April 24, 1980 at the latest. Since Technical's reconsideration request was filed more than 10 working days after the basis

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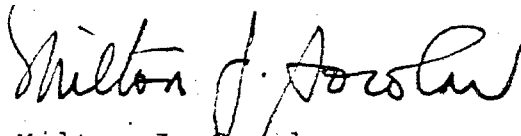
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for reconsideration was known or should have been known, the request is untimely and will not be considered. See S.A.F.E. Export Corporation, B-192335, March 29, 1979, 79-1 CPD 214; Department of Commerce; International Computaprint Corporation, 57 Comp. Gen. 615 (1978), 78-2 CPD 84.

In addition, section 20.9(a) of our Bid Protest Procedures requires that a request for reconsideration contain a detailed statement of the factual and legal grounds upon which reversal or modification may be appropriate, specifying any errors of law made or information not previously considered. 4 C.F.R. § 20.9(a). Technical's request for reconsideration stated only that our decision was erroneous; it did not contain a detailed statement of the factual or legal basis for its conclusion. See National Investigation Bureau--Reconsideration, B-195844.3, January 10, 1980, 80-1 CPD 30; Lewis Management and Service Company--Reconsideration, B-192078, January 18, 1979, 79-1 CPD 29.

With respect to the termination for convenience clause question, we note that paragraph 4 of the contract's special conditions did provide for termination of the contract "in whole or in part * * * after 30 days notice in writing." We recognize that this clause is not the standard termination for convenience clause which is found in most Government contracts. Nonetheless, it does provide the Government with a legal right to end the agreement.

The request for reconsideration is dismissed.



Milton J. Socolar
General Counsel