



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Sunbelt Properties, Inc.--Reconsideration

**File:** B-249036.2

**Date:** December 16, 1992

John Powell Walker for the protester.  
Barbara C. Coles, Esq., and Christine S. Melody, Esq.,  
Office of the General Counsel, GAO, participated in the  
preparation of the decision.

### DIGEST

Bid Protest Regulations require party requesting reconsideration of prior decision to show that decision contains errors of fact or law or to present information not previously considered that warrants reversal or modification of decision; repetition of arguments made during consideration of original protest and mere disagreement with decision do not meet this standard.

### DECISION

Sunbelt Properties, Inc. requests that we reconsider our dismissal of its protest challenging the terms of request for proposals (RFP) No. 002-92-118N, issued by the Department of Housing and Urban Development (HUD) for management and related services for single family properties in southwest Tulsa, Oklahoma; the RFP contemplated the award of a firm, fixed-price indefinite-quantity contract. We dismissed the protest on July 31, 1992, because it failed to state a valid basis of protest.

We deny the request for reconsideration.

The RFP was issued on April 15, 1992, and was subsequently amended. The original solicitation stated that HUD anticipated an initial delivery of approximately 187 properties. The geographic area, the current number of properties, the current holding time, the estimated number of monthly sales and monthly acquisitions, and other pertinent data were supplied in the solicitation. It also provided that HUD guaranteed a minimum of one property to be assigned under the contract. In response to an agency-level protest filed by Sunbelt on May 29, the guaranteed minimum number of properties was increased to 50, and the solicitation was also amended to include a maximum ordering limitation of 2,500 properties.

In its initial protest, Sunbelt, a former real estate area manager in the Oklahoma City area, disputed the accuracy of the "minimum and maximum quantities" and argued that the minimum number of properties to be awarded is not an estimate of probable requirements, established in good faith, based on the best information available, and does not accurately represent the agency's anticipated needs. Sunbelt also argued that placing the minimum number of properties to be awarded at 50 effectively eliminates it from competition because it cannot risk an award that could prove to be uneconomical.

As we stated in our dismissal decision, Federal Acquisition Regulation (FAR) § 16.504(a)(1) provides that a solicitation for an indefinite-quantity contract should include a minimum quantity which the government would be obligated to purchase. We dismissed Sunbelt's protest because contrary to the protester's position, the minimum guaranteed quantity is not an estimate of anticipated requirements of the agency; rather, it is the least quantity for which the government is required to acquire management-related services from the successful offeror. FAR § 16.504(a)(2) provides that the minimum quantity must be more than a nominal quantity to ensure that the contract is binding. Based on our review of the record, we concluded that 50 properties or \$43,000 of services is more than adequate consideration for a binding contract.

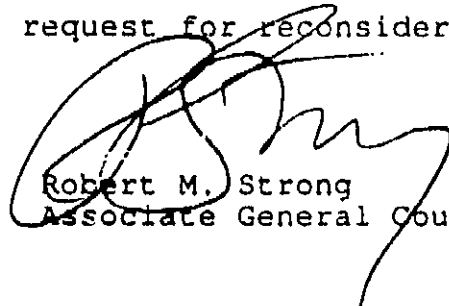
With regard to the maximum quantities stated in the solicitation, we held that they are not estimates but rather are simply an ordering limitation. Since the solicitation contained a realistic estimate of the amount of properties to be awarded, which the protester did not challenge, in addition to specific numbers for anticipated monthly inventory, the current average holding period for inventory properties, and the character of properties which the agency estimates will be acquired, we held that the solicitation provided a basis upon which the offerors could compete equally and could reasonably calculate their offers.

In its request for reconsideration, the protester contends that our decision was based on our "misunderstanding of the law and mere personal opinions based on factual errors." To support its position, the protester repeats the crux of the arguments it made previously and expresses disagreement with our decision by advancing new theories that could have been, but were not, advanced in its initial protest. Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must show that our prior decision may contain errors of fact or law or present information not previously considered that warrants reversal or modification of our decision. 4 C.F.R. § 21.12(a) (1992). The repetition of arguments made during our consideration of the original

protest and mere disagreement with our decision do not meet this standard. R.E. Scherrer, Inc.--Recon., B-231101.3, Sept. 21, 1988, 88-2 CPD ¶ 274.

In addition to the fact that the protester has not presented any evidence to provide a basis for us to reconsider our dismissal of its protest, we note that the protester relies on the identical issues and arguments that it advanced in Sunbelt Props., Inc., B-249307, Oct. 30, 1992, 92-2 CPD ¶ \_\_\_\_ (protest challenging minimum quantity of 50 properties and maximum quantity of 2,500 properties in a firm, fixed-price indefinite quantity contract as unrealistic). Since the issues raised and the arguments made in that protest and this request for reconsideration are the same and were considered and resolved by decision of October 30, no useful purpose would be served by our further consideration of the protest in any event. RMS Indus., B-247465; B-247467, June 10, 1992, 92-1 CPD ¶ 506; Nova Group, Inc., B-245333, Dec. 20, 1991, 91-2 CPD ¶ 568.

The request for reconsideration is denied.



Robert M. Strong  
Associate General Counsel