

**Matter of:** Sencland CDC Enterprises--Reconsideration  
**File:** B-252796.2; B-252797.2  
**Date:** December 14, 1993

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Jerome W. Shipman for the protester,  
David Hasfurther, Esq., and Andrew T. Pogany, Esq., Office  
of the General Counsel, GAO, participated in the preparation  
of the decision.

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**DIGEST**

Request for reconsideration is denied where the protester has not shown that our prior decision contains errors of fact or law, and where it has not presented information not previously considered.

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**DECISION**

Sencland CDC Enterprises requests that we reconsider our decision, Sencland CDC Enters., B-252796; B-252797, July 19, 1993, 93-2 CPD ¶ 36. In that decision, we denied its protests concerning the rejection of its bids as late under invitation for bids (IFB) Nos. DU204-B-92-0034 and -0035, issued by the Department of Housing and Urban Development (HUD). We deny the request for reconsideration.

Both IFBs were issued on January 15, 1993. The IFBs required hand-carried sealed bids to be delivered to the bid depository located in:

Department of Housing of Urban & Dev.  
75 Spring Street, Room 652  
Reg. Cont. Div.  
Atlanta, Georgia 30303

Bid opening for both IFBs was 2 p.m. on February 18, 1993. The Sencland bids were sent by the United Parcel Service's (UPS) Next Day Air Service on February 17, 1993. The UPS envelope contained both bids. The mailing label identified the correct street address, solicitation numbers, and bid

opening date and time. However, the label identified "Room 625" as the HUD bid depository instead of "Room 652" designated in the solicitation instructions. Further, UPS delivered the bids to the mailroom instead of the bid depository for hand-carried bids as required by the solicitation.

In its protest, Sencland furnished documents from UPS, including the UPS driver's log which showed that a HUD mailroom clerk signed for the package containing Sencland's two bids at 9:14 a.m., on February 18, 1993. The record showed that the procurement assistant went to the mailroom between 10 a.m. and 10:30 a.m. on February 18, to advise mailroom personnel of the bid opening at 2 p.m. She checked for any bids. Nine bids were logged in at the central location in the mailroom where packages from commercial carriers are placed. These nine packages were then delivered to the contract specialist. She also checked the mailroom at 1:30 p.m.; no other bids were found at that time. According to the agency, a mail clerk received four packages between 2:10 p.m. and 2:30 p.m. The clerk logged in these packages and delivered them to the contract specialist. According to the mailroom log, Sencland's package was one of these packages. The Sencland bid package was stamped and received by the contracting officer at 2:30 p.m., and received in the bid room shortly thereafter. The contracting officer subsequently rejected the bids as late.

In our decision, we concluded that, because Sencland had written an incorrect room number for the bid opening room on its bid package and because its agent had delivered the bids to the mailroom instead of the bid depository, Sencland significantly contributed to the late receipt of its bids and, consequently, any negligence on the part of the agency was not the paramount cause of the late receipt. We found, accordingly, that Sencland's bids had been properly rejected as late by the agency. In reaching our conclusion, we assumed, for the sake of argument, that the documentation submitted by Sencland's commercial carrier acceptably established that Sencland's bid package had been delivered to the contracting agency's mailroom at 9:14 a.m. on the day of bid opening.

In its request for reconsideration, Sencland contends that we erroneously determined that its insertion of the wrong room number on the bid package excused the agency's negligence in determining the paramount cause of the late receipt of its bids. It argues that no evidence has ever been established to show that the incorrect room number had any bearing on the late delivery of its bids to the bid opening room. Further, it argues that when the agency procurement assistant (one of the points of contact for the

procurement) entered the mail room at 10 a.m. and told mailroom personnel that she would be responsible for logging in and delivering to the bid opening room all bid packages that had been received at that point, her failure to discover, log in, and make proper delivery of Sencland's bids constituted the paramount cause of the late delivery. Second, Sencland contends that we erred in not stating unequivocally that the evidence submitted by its commercial carrier was sufficient to establish the time of receipt by the agency mailroom.

Sencland has not shown that our prior decision contains either errors of fact or law, and it has not presented any evidence other than that already considered during the original protest. The facts as addressed by Sencland in its request for reconsideration are the same as those considered in our decision. In reaching our decision, we concluded that "the mailroom may have routed the package to the wrong room" after it was received at 9:14 a.m. and before the arrival of the procurement assistant at 10 a.m. to advise mailroom personnel of the 2 p.m. bid opening and to take possession of bids that had already arrived in the mailroom. In our view, the use of a wrong room number on the bid package (as well as the improper delivery to the mailroom) could reasonably have caused the package to be redelivered later to the mailroom after initial delivery could not be made based on the incorrect room number. Thus, this could have been the reason why Sencland's bids were not discovered by a mail clerk until after 2 p.m. We again think that it was reasonable to conclude that Sencland "contributed to the late delivery of its bids" and, thus, that any agency negligence could not be considered the paramount cause of the late receipt of the bids in the bid opening room.

Finally, regarding the proof required to establish when Sencland's commercial carrier delivered the bid package to the mailroom, there was no need to decide whether the proof tendered was sufficient for this purpose since to have done so would not have changed our conclusion that the agency's rejection of Sencland's bids was proper.

The request for reconsideration is denied.

James F. Hinchman  
General Counsel