



Comptroller General  
of the United States  
Washington, D.C. 20548

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## Decision

**Matter of:** Aztec Development Company--Reconsideration

**File:** B-256905.2

**Date:** November 25, 1994

Kent P. Smith, Esq., Smith & Fleming, for the protester. Henry J. Gorczycki, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Request for reconsideration that fails to show that our prior decision contains either errors of fact or law or that the protester has information not previously considered that warrants reversal or modification of the decision is denied.

### DECISION

Aztec Development Company requests reconsideration of our decision in Aztec Dev. Co., B-256905, July 28, 1994, 94-2 CPD ¶ 48, in which we denied Aztec's protest of the U.S. Army Corps of Engineers' rejection of its hand-delivered bid, as late, under invitation for bids (IFB) No. DACW31-94-B-0020.

We deny the request for reconsideration.

We found in our prior decision that although the IFB, as amended, contained the incorrect room number for the "issuing office," the address given in the IFB for hand-carried bids was correct and was not amended. Since Aztec used the "issuing office" address on the delivery label of its bid, rather than the address given for hand delivery, we found that government error was not the paramount cause of the late receipt of Aztec's bid. We also found that despite the incorrect room number appearing on Aztec's delivery label, the address provided was sufficient to permit timely delivery of Aztec's bid under the circumstances and that Aztec's commercial carrier agent acted unreasonably in

delivering the bid to a different agency and a different floor from that appearing on the delivery label.

In requesting reconsideration, Aztec argues that it correctly used the amended address for the "issuing office" because this amended address superseded the address provided by the IFB for hand-delivered bids.

Under our Bid Protest Regulations, a party requesting reconsideration must show that our prior decision contains either errors of fact or law or that the protester has information not previously considered that warrants reversal or modification of the decision. 4 C.F.R. § 21.12(a) (1994); R.E. Scherrer, Inc.--Recon., B-231101.3, Sept. 21, 1988, 88-2 CPD ¶ 274.

Aztec does not challenge our finding that Aztec's commercial carrier agent acted unreasonably in delivering Aztec's bid to the wrong agency on the wrong floor and that had Aztec's agent delivered the bid to the agency and floor specified on the bid's delivery label, Aztec's bid would have been received by the Corps of Engineers's contracting office several hours before bid opening. Since Aztec does not show that we erred in finding that its agent acted unreasonably and thus government action was not the sole or paramount cause for the bid's lateness, its request for reconsideration provides no basis for reversal of our decision denying its protest.

Furthermore, we find without merit Aztec's new argument that the "issuing office" address provided in item 28 of the amended solicitation/contract form, Standard Form (SF) 1442, superseded the address given in section L for the hand delivery of bids. Aztec asserts that item 28's standard language instructs bidders to submit bids to the "issuing office" address printed on the form.<sup>1</sup> Item 28, however, is

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<sup>1</sup>While the Corps of Engineers is the only tenant on the seventh floor of the building, Aztec's agent delivered the bid to the Department of Housing and Urban Development on the fifth floor.

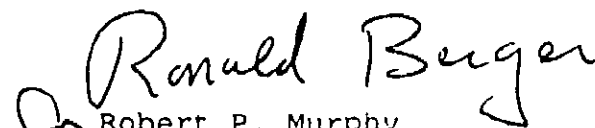
<sup>2</sup>Item 28 appears on the SF 1442, under the legend "contracting officer will complete item 28 or 29 as applicable," as follows:

"□ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all it or perform all work requirements identified on this form and any

(continued...)

not an instruction to bidders and does not pertain to the delivery of bids. This item is completed by the contracting officer and is only applicable at the time of award.

The request for reconsideration is denied.

  
 Robert P. Murphy  
 Acting General Counsel

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<sup>2</sup>(...continued)

continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract."