



September 17, 2012

Mr. Ron Sulchek
Gowen Motor Service, Inc.
1185 Mount Aetna Road, Suite 101
Hagerstown, MD 21740-6832

RE: Supplier Disagreement Resolution Case No. SDR12MT-05
HCR Contract No. 21730

Dear Mr. Sulchek:

This letter responds to your supplier disagreement ("Disagreement") regarding HCR Contract No. 21730. The United States Postal Service and Gowen Motor Service, Inc. entered into HCR Contract No. 21730 for a term beginning July 1, 2007 and ending June 30, 2011. The contract was renewed for a term beginning July 1, 2011 and ending June 30, 2015. This Disagreement is based on two assertions, which are discussed below.

Background

The physical location of the points served under HCR Contract No. 21730 are: Frederick, MD Processing and Distribution Facility ("P&DF"); Glenwood, MD; Woodbine, MD; New Market, MD; Mt. Airy, MD; Glenelg, MD; Lisbon/Cooksville, MD; West Friendship, MD; Monrovia, MD; and Sykesville, MD. In October 2011, the Postal Service began consolidating destinating mail processing operations from the Frederick P&DF into the Baltimore, MD Processing and Distribution Center ("P&DC"). That consolidation gave rise to this Disagreement.

You contacted the contracting officer ("CO") about this matter by e-mail on June 29, 2012. On July 2, 2012, you requested that the CO treat your June 29th e-mail as a formal "disagreement". The disagreement was not resolved with the CO. Subsequently, you lodged the present Disagreement with the Supplier Disagreement Resolution Official ("SDR Official") on July 18, 2012.

The Disagreement

This Disagreement is based on two assertions: (1) There was a termination of contractual service under HCR Contract No. 21730, specifically, the Baltimore to Sykesville and Mt. Airy routes; and (2) There was a noncompetitive award to another supplier of the service removed from HCR Contract No. 21730. These assertions will be addressed below.

Material Reviewed

In my review of the record, I have had conversations with the CO, by telephone and via e-mail, and have reviewed the following material:

- The initial disagreement lodged with the CO;
- The Disagreement lodged with the SDR Official and the accompanying exhibits;
- The contract schedule for HCR Contract No. 21730 (previous and current); and
- The other supplier's contract schedule (previous and current).

Discussion

After considering the information provided by you and the CO, and after having conducted a thorough review of the material listed above, I have determined that your Disagreement is not a disagreement reviewable by the SDR Official under 39 C.F.R. § 601.108. Rather, it is a contract administration matter that should be addressed through the contract administration process.

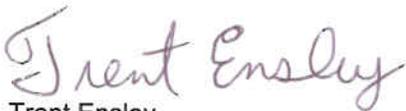
You assert that contractual service, specifically, the Baltimore to Sykesville and Mt. Airy routes, was removed from HCR Contract No. 21730. However, there is no evidence in the contract file to support your assertion. There have been no additions or deletions to HCR Contract No. 21730 by contract modification executed by the CO. Further, nothing in the contract calls for service between Baltimore and Sykesville and Mt. Airy, either in the original contract or in the renewal dated July 1, 2011.

You also assert that the service you contend was terminated from HCR Contract No. 21730 was noncompetitively awarded to another supplier. However, as detailed above, the record does not reflect that any termination (partial or otherwise) was made to your contract. Further, there is no evidence of a noncompetitive procurement to any other supplier. I specifically asked the CO whether a contract had been awarded competitively or noncompetitively for service between Baltimore and Sykesville and Mt. Airy. The CO stated that no such award was made. Rather, a service change was made to the contract of a supplier who was already operating this route. I note that service changes to HCR contracts are matters of contract administration and are not contract awards.

As mentioned above, I understand that you have contacted the CO regarding this matter without result. I hereby direct the CO to contact you as soon as possible and to attempt to resolve this matter through the contract administration process.

Based on the above, I have determined that your Disagreement is not a disagreement reviewable by the SDR Official under 39 C.F.R. § 601.108, and it is dismissed on all grounds. In accordance with 39 C.F.R. § 601.108(g), this is my final decision.

Sincerely,



Trent Ensley

USPS Supplier Disagreement Resolution Official

cc: Fred Gowen
Johnny Lott