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DECISION

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

FILE: B-196078

DATE: October 11, 1979

MATTER OF: Fugro Northwest, Inc.

DIGEST:

(Protest of Late Proposal Rejection)

Proposal sent by courier service and received after proposal due date was properly rejected where late receipt was fault of courier service, not Government.

Fugro Northwest, Inc. (Fugro), protests the rejection of its proposal under solicitation No. 10-S0176 issued by the Bureau of Reclamation for an environmental impact report on a proposed riverbank stabilization program for the Grand Coulee Dam. The basis for the rejection was that the proposal was received late. We believe that the proposal was properly rejected.

This case is one in which it is clear from the protester's initial submission that the protest is without legal merit, and we therefore will decide the matter on the basis of this submission without requesting a report from the contracting agency.

Industrial Maintenance Services, Inc., B-195216,
June 29, 1979, 79-1 CPD 476.

Fugro admits that although proposals under the solicitation were due at 2:00 p.m. on Friday, September 7, 1979, Fugro's proposal was not submitted until Monday, September 10. Fugro states that the reason therefore was that a statement by the Government's project manager appearing in an August 29 newspaper article necessitated a further review of the proposal, which was otherwise ready to be mailed. Fugro states that the review was not completed until September 6, on which date the proposal was sent by courier service to the contracting activity. The courier service failed to deliver the proposal on time. Fugro contends that the proposal should nevertheless be considered for award because the late submission was the fault of the courier and not the

~~CONTRA~~ Bidder responsibility, Solicitation specifications, Mail delivery problems, late bids

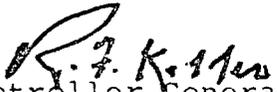
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offeror, and because the proposal allegedly would provide the Government an innovative approach to the project with a unique team of experts.

Our Office has consistently held that an offeror has the responsibility to assure timely arrival of its offer, Hughes Industries, B-195048, June 19, 1979, 79-1 CPD 441, and that a late proposal therefore cannot be accepted unless the specific conditions of the solicitation are met. H. Oliver Welch & Company, B-193870, February 9, 1979, 79-1 CPD 96.

The instant solicitation's late proposal clause provided three circumstances under which late proposals may be considered, none of which is applicable here. Nevertheless, we have recognized an exception to the strict application of the late proposal clause when a proposal is hand-delivered by a commercial carrier if the sole cause of the late delivery is improper Government action and consideration of the proposal would not give the late offeror an unfair advantage over offerors whose proposals were timely received. Scot, Incorporated, 57 Comp. Gen. 119 (1977), 77-2 CPD 425. Here the record presented by Fugro clearly shows that the late receipt was the fault of the courier, not the Government. See UBTL Division, University of Utah Research Institute, B-193655, April 4, 1979, 79-1 CPD 233. Thus, the proposal was properly rejected.

The protest is summarily denied.


Deputy Comptroller General
of the United States