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**DECISION**



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

**FILE:** B-209483 **DATE:** April 8, 1983  
**MATTER OF:** SysTec Inc.

**DIGEST:**

1. Where late proposal was hand-delivered by commercial carrier, the rule is that the Government mishandling exception (found in the standard late proposals clause) cannot be utilized to allow consideration of the proposal.
2. Government fault was not the sole or paramount cause for the late receipt of a proposal hand-delivered by a commercial carrier where it has not been shown that the commercial carrier made any attempt to make a proper delivery and was not permitted to do so.

SysTec Inc. (SysTec) protests the rejection of its late proposal, delivered through an air delivery service, under Red River Army Depot request for proposals No. DAAG47-82-R-0124, which contained the standard "Late Proposals" clause.

We deny the protest.

The RFP stated (in block 9 of page 1) that: "Sealed offers \* \* \* will be received \* \* \* if handcarried in the depository located in reception room, Proc Div, 184." Block 7 contained the issuing activity's mailing address which was: "Procurement Division, Red River Army Depot, Texarkana, Texas 75507."

The envelope containing SysTec's proposal was addressed to the "Procurement Division, Red River Army Depot, Texarkana, Texas 75507," and was further marked to the attention of "Reception Room, Proc.Div. 184." The local agent of the delivery service hand-delivered the SysTec proposal at the Depot to "Central Receiving, Building 595," on September 27 at 11:30 a.m., according to SysTec. The contracting officer did not receive the SysTec proposal in the Procurement Division from Central Receiving until after

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the 3 p.m., September 27, closing time for the receipt of proposals. Accordingly, the proposal was rejected on the basis of its untimely receipt by the contracting officer.

SysTec contends that its proposal should be accepted notwithstanding its late receipt. First, since the delivery to building 595 was accomplished 3-1/2 hours prior to the receipt deadline, Central Receiving, SysTec states, either should have not accepted the proposal or should have made delivery to the proper location within the deadline time period, but for Army mishandling. Second, SysTec alleges that the proposal was received late because of Government misdirection. The security guards at the depot entrance, who allegedly control all movement on the depot, allegedly directed the delivery service to make its delivery of the proposal to Central Receiving. Third, SysTec argues the location for hand-delivery was unclear in the solicitation and that this should excuse the late receipt of its proposal.

Our Office has consistently held that an offeror is charged with the responsibility of insuring that its offer is delivered to the proper place at the proper time. By choosing methods of delivery other than those specified in the late proposals clause, an offeror assumes a high degree of risk that its offer will be rejected if untimely delivered. In particular, where delivery is made by commercial carrier rather than by mail (or telegram (if authorized))--the only proposal transmission methods mentioned in the clause--the rule is that the Government mishandling exception is inapplicable. Therefore, we deny SysTec's allegation that the Army mishandled SysTec's proposal after its receipt at Central Receiving.

The only basis for consideration of such a late hand-carried offer is a very narrow exception obtaining when the offer is delivered to the wrong place due to Government fault and this fault is the sole or paramount cause for late receipt. See Basin Research Associates, B-202640, April 13, 1981, 81-1 CPD 282.

The evidence does not indicate, however, that Government action was the sole or paramount cause of the late receipt of the proposal at the reception room.

SysTec states that the delivery service was "directed" to make delivery to Central Receiving. The agency states that "The gate guards do not direct deliveries inside" the Depot; "Once they admit a vehicle, it is up to the occupants

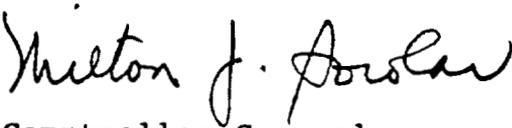
of that vehicle to deliver the contents to the appropriate destination." It is further stated that the delivery service in question "makes frequent deliveries to the Depot and makes these deliveries to Building 595 as a matter of course after 'logging in' at the gate." The delivery service is not instructed as to where to make deliveries as it "is assumed to be familiar with Depot practices."

While these statements conflict, SysTec does not allege, and the present record would not support such an allegation, that the delivery service requested permission to make delivery to building 184 and was not permitted to do so. It should have been clear to the delivery service that Central Receiving, building 595, was not "Reception Room, Proc. Div. 184," and yet no delivery was attempted other than to building 595. Accordingly, the paramount cause of the late delivery of the SysTec proposal was the improper hand-delivery by the SysTec delivery service.

As regards the contention that "184" inadequately indicated the building to which hand-delivery should be made, we do not agree. However, even accepting SysTec's contention as true, SysTec should have requested clarification of the meaning of "184" rather than leaving it to the delivery service it employed to ascertain the meaning.

Therefore, we must conclude that Government action was not the sole or paramount cause of the late receipt of SysTec's proposal at the reception room.

Protest denied.

*for*   
Comptroller General  
of the United States