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DECISION

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

FILE: B-211139 **DATE:** April 13, 1983

MATTER OF: Jarrett S. Blankenship Co.

DIGEST:

1. A protest concerning a contracting agency's rejection of a bid for failure to acknowledge an amendment does not involve a significant issue warranting an exception to the timeliness rules under the General Accounting Office's Bid Protest Procedures, since the issue has been considered in previous decisions.

2. A claim for bid preparation costs submitted in connection with an untimely protest will not be considered.

Jarrett S. Blankenship Co. protests the award of a contract to The Trane Company for a liquid water chiller under solicitation No. DAAD07-82-B-0086 issued by the Department of the Army. Blankenship contends that the Army improperly rejected the firm's bid for failure to acknowledge an amendment since there is no proof the amendment was sent and, in any event, certain blocks on the amendment form concerning acknowledgment were not checked. The firm asserts that, while its protest is untimely under our Bid Protest Procedures, we should consider the protest under our "significant issue" exception. Blankenship also claims $2,500 in bid preparation costs. We dismiss the protest and deny the claim.

We agree with Blankenship that its protest is untimely. Blankenship was notified of contract award by letter dated September 23, 1982, but did not file its protest until March 16, 1983. Thus, the 10-day filing period specified in section 21.2(b)(2) of our Bid Protest Procedures has not been met. 4 C.F.R. § 21.2(b)(2) (1982).

Blankenship believes, however, that the issue it raises is significant. We disagree. Our Bid Protest Procedures permit consideration of an untimely protest

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where that protest raises issues significant to procurement practices or procedures. 4 C.F.R. § 21.2(c). In construing the term "significant," we have held that the protest must either involve a procurement principle of widespread interest or affect a broad class of procurements, and concern an issue not previously considered by our Office. See, e.g., CSA Reporting Corporation, 59 Comp. Gen. 338 (1980), 80-1 CPD 225. The issues Blankenship raises have been considered in numerous prior decisions, see, e.g., Inscom Electronics Corporation, 53 Comp. Gen. 569 (1974), 74-1 CPD 56; Morris Plains Contracting, Inc., B-209352, October 21, 1982, 82-2 CPD 360, and we do not consider them to be of widespread interest. Thus, while we recognize the importance of this matter to the protester, we do not believe the propriety of the Army's rejection of Blankenship's bid warrants our consideration under the "significant issue" exception to our timeliness rules.

With respect to Blankenship's claim for bid preparation costs, we note that to recover those costs, Blankenship would have to demonstrate that the firm had a substantial chance of receiving the contract. See Hub Testing Laboratories--Claim for Costs, B-199368.3, June 18, 1982, 82-1 CPD 602. Clearly, our consideration of that claim would require scrutiny of the same issues raised in Blankenship's untimely protest and would, in effect, enable Blankenship to circumvent and undermine the timeliness rules in our Bid Protest Procedures. We therefore will not consider the claim. See McQuiston Associates - Claim for Proposal Preparation Costs, B-202766; B-203351, August 12, 1982, 82-2 CPD 127.

We dismiss the protest and the claim.

Harry R. Van Cleve

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Acting General Counsel