

DECISION

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

*U. Halperin
PK-I
29323*

FILE: B-216147

DATE: September 18, 1984

MATTER OF: Sierra/Misco, Inc.

DIGEST:

1. Protest alleging deficiencies in an invitation for bids apparent prior to bid opening must be filed with either the contracting agency or GAO before the time set for opening bids in order to be timely.
2. Bid offering a delivery period greater than the maximum delivery period permitted under the terms of the invitation was properly determined to be nonresponsive.
3. The importance of maintaining the integrity of the competitive bidding system outweighs the possibility that the government might realize monetary savings if the material deficiency in the bid is corrected or waived.

Sierra/Misco, Inc. (Sierra), protests the rejection of its low bid as nonresponsive and the delivery requirements under invitation for bids (IFB) No. DACW31-84-B-0012 issued by the Department of the Army (Army) for rain/snow gauges and wind screens.

We summarily dismiss the protest in part and deny the remainder.

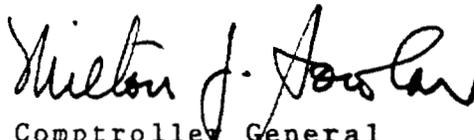
Sierra argues that the delivery of rain/snow gauges within 45 days is not an industry norm for the items in the quantities procured and, therefore, should not have been a requirement of the solicitation. Our Bid Protest Procedures, however, require that protests alleging deficiencies in an IFB apparent prior to bid opening be filed with either the contracting agency or this Office before the time set for bids to be opened in order to be considered. 4 C.F.R. § 21.2(b)(1) (1984). Here, Sierra did not protest until after the bids were opened. Thus, this issue is untimely and will not be considered. Richard A. Schwartz Associates, Inc., B-214979, June 29, 1984, 84-1 C.P.D. ¶ 695.

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Although the IFB required delivery of all the solicited items within 45 days, Sierra's bid stated that delivery of one-third the items would take place in 60 days. Sierra's bid was properly rejected as nonresponsive because Sierra's exception to the delivery requirement is a material one affecting the substance of the bid. See Rogar Manufacturing Corporation, B-214110, Apr. 25, 1984, 84-1 C.P.D. ¶ 479.

Sierra argues that it should have been given an opportunity to amend its delivery terms because its bid price was approximately \$11,000 lower than that of the bidder to whom award was made. However, we have long held that the importance of maintaining the integrity of the competitive bidding system outweighs the possibility that the government might realize monetary savings in a particular procurement if a material deficiency like that in Sierra's bid is corrected or waived. Leeming/Pacquin, Division of Pfizer, Inc., B-210582, May 3, 1983, 83-1 C.P.D. ¶ 471; Vista Scientific Corporation, B-210416, Apr. 5, 1983, 83-1 C.P.D. ¶ 365.

We have reached this decision on the basis of the protester's initial submission, which indicated, upon review, that the protest is without legal merit. Therefore, we have not requested a report from the Army. See E.H. Morrill Company, B-214556, May 3, 1984, 84-1 C.P.D. ¶ 508.

for 
Comptroller General
of the United States