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DECISION



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

FILE: B-220517.2 **DATE:** November 26, 1985
MATTER OF: Emerson Electric Co.--Reconsideration

DIGEST:

Prior dismissal of untimely protest is affirmed where protester fails to show the dismissal was based on any errors of fact or law.

Emerson Electric Co. (Emerson) requests reconsideration of our prior dismissal of its protest under request for proposals (RFP) No. N66001-85-R-0068, issued by the Naval Ocean Systems Center, San Diego, California (Navy) for a "Lightweight Battlefield Surveillance Radar Electronics Package." Emerson filed a protest against the contracting officer's request for best and final offers on a cost sharing basis where the original solicitation contemplated a contract on a cost-plus-fixed-fee basis. We dismissed the protest as untimely because it did not comply with our Bid Protest Regulations requirement that a solicitation impropriety, which did not exist in an original RFP but subsequently is incorporated into the RFP, must be protested not later than the next closing date for receipt of proposals. 4 C.F.R. § 21.2(a)(1) (1985).

Emerson states that it has not alleged an impropriety in the solicitation, but has protested the contracting officer's request for best and final offers on a cost sharing basis.

According to the protester's submission, the request for best and final offers incorporated a change in the RFP regarding the contract type. Such a change, if challenged, constitutes an alleged solicitation impropriety. See Battelle Memorial Inst., B-218538, June 26, 1985, 85-1 CPD ¶ 726; SAFECOR, B-218613, May 16, 1985, 85-1 CPD ¶ 559.

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Alternatively, Emerson has requested consideration of this protest under the significant issue exception to our timeliness rules. 4 C.F.R. § 21.2(c). We review an untimely protest under this exception only where the protest involves a matter of widespread interest or importance to the procurement community that has not been considered on the merits in a previous decision. Harry Kahn Assoc., Inc., B-216306.2, June 28, 1985, 85-1 CPD ¶ 739. The exception is strictly construed and used sparingly to prevent our timeliness rules from being rendered meaningless. Id. We have previously considered protests concerning the use of requests for best and final offers to change solicitation requirements. E.g., Avitech Inc., B-214749, Sept. 17, 1984, 84-2 CPD ¶ 297. Moreover, we fail to see why the issue would be of widespread interest or importance to the procurement community. Emerson merely alleges that the change of the contract type was unfair because Emerson had been induced to participate in the procurement by the initially-stated basis for payment. Under the circumstances, we do not believe the protest raises a significant issue as to warrant invoking the exception to our timeliness requirements. See Victaulic Co. of America, B-217129, May 6, 1985, 85-1 CPD ¶ 500.

Since Emerson has not raised any factual or legal grounds warranting the reversal of our prior dismissal, the dismissal is affirmed. See BECO Corp.--Reconsideration, B-219350.2, June 20, 1985, 85-1 CPD ¶ 707.

for Seymour Efron
Harry R. Van Cleve
General Counsel