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**DECISION**



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

**FILE:** B-222490

**DATE:** April 25, 1986

**MATTER OF:** Griffin-Woodhouse, Ltd.

**DIGEST:**

Protest of rejection of proposal actually is directed toward solicitation provision requiring certain forged items be of domestic manufacture, which the protester recognized would preclude consideration of its offer of British-manufactured anchor chain, as evidenced by the request made in its proposal that the clause be waived. Since the protest of this alleged impropriety in the solicitation was not filed prior to the time for receipt of initial proposals, it is dismissed as untimely.

Griffin-Woodhouse, Ltd. (Griffin-Woodhouse), has protested the rejection of its proposal submitted under request for proposals (RFP) No. N00104-86-R-WK09 issued on February 5, 1986, by the Navy Ships Parts Control Center, Mechanicsburg, Pennsylvania (Center), for the supply of stud link chains. Griffin-Woodhouse's proposal was rejected by the Navy on the basis that the anchor chain which it offered in its proposal was of British and not of domestic manufacture, i.e., not manufactured in either the United States or Canada.

We dismiss the protest as untimely.

Although Griffin-Woodhouse's protest focuses upon the Navy's rejection of its proposal, the protest actually is directed toward the incorporation by reference into the RFP of the clause set forth at Department of Defense Federal Acquisition Regulation Supplement (DOD FAR Supp.) § 52.208-7005, Defense Acquisition Circular No. 84-13, Aug. 30, 1985--"Required Sources for Forging Items" (the "Required Sources" clause). This clause, which was incorporated into the solicitation by solicitation amendment no. 0002, dated March 7, 1986, provides in pertinent part that the contractor agrees that end items, components, and processed materials delivered under the contract shall contain domestic forging items of United States and Canadian manufacturers only as listed in DOD FAR Supp. § 8.7802-1.

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Griffin-Woodhouse contends that the inclusion of the "Required Sources" clause in the solicitation was improper since "stud link chain" is not among the list of forged items set forth in DOD FAR Supp. § 8.7802-1, which must be acquired from "domestic sources" (United States or Canada). In this connection, we note that in its initial proposal which was rejected, the protester in part requested waiver of the "Required Sources" clause on the basis that stud link chain is not included in the list of forged items which are required to be obtained from domestic manufacturers. See DOD FAR Supp. § 8.7802-1. Alternatively, Griffin-Woodhouse stated in its proposal, "if . . . it is still intended to include this clause we request Waiver be granted . . . on the basis that such waiver of this clause can be in the government's interest."

From correspondence furnished by the protester, it appears that the Center incorporated the "Required Sources" clause into the solicitation as a result of a memorandum dated February 13, 1985, from the Acting Under Secretary of Defense to the Assistant Secretary of the Navy (Shipbuilding and Logistics) wherein the Under Secretary advised that, effective immediately, certain specified anchor chain was to be procured only from "domestic sources (U.S. and Canadian)" and that such chains "must be added to the list of items" appearing at DOD FAR Supp. § 8.7802-1.

Our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1985), provide that protests based upon alleged improprieties in a request for proposals must be filed prior to the closing date in order to be considered. Litton Datamedix, B-219731, Sept. 23, 1985, 85-2 C.P.D. ¶ 322. Since Griffin-Woodhouse did not protest the agency's inclusion in the solicitation of the "Required Sources" clause until after the March 19 deadline for receipt of initial proposals, the protest is untimely. We note that even if the protester's request in its initial proposal for a waiver of the requirement for "domestic manufacture" of forging items were to be construed as a protest, the protest would still be untimely since a protest filed with a proposal is not a timely protest. Cosmos Engineering, Inc., B-217430, Jan. 18, 1985, 85-1 C.P.D. ¶ 62.

The protest is dismissed.



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Deputy Associate General Counsel