



The Comptroller General  
of the United States

Washington, D.C. 20548

# Decision

Matter of: HoseCo, Inc.

File: B-226420

Date: March 12, 1987

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### DIGEST

Bid that deviates from the required delivery schedule is nonresponsive and may not be corrected after bid opening even though the deviation allegedly was due to clerical error.

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### DECISION

HoseCo, Inc. (HoseCo), protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DLA700-87-B-0118, issued by the Defense Construction Supply Center, Defense Logistics Agency (DLA). DLA rejected the bid because it failed to comply with the required delivery schedule set forth in the solicitation.

We summarily dismiss the protest without obtaining an agency report from DLA, since it is clear from material furnished by HoseCo that the protest is without legal merit. 4 C.F.R. § 21.3(f) (1986).

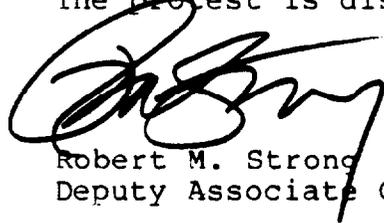
HoseCo states that in order to submit its bid before the closing hour, it transmitted the substance of its offer by telex, and that due to a clerical error, the delivery time stated in the telex was "270 days ARO," rather than "270 days after date of contract" as required by the IFB. DLA rejected the telexed bid as nonresponsive because it took exception to the IFB's 270-day delivery requirement after the addition of 5 days for mailed notice of the award to reach HoseCo, in accordance with Federal Acquisition Regulation, 48 C.F.R. § 52.212-1 (1986). HoseCo contends that DLA should have accepted its formal, "duly executed" bid, submitted after bid opening, which accepted the IFB delivery requirement of "270 days after date of contract." HoseCo believes DLA's decision to award the contract to a higher bidder is not in the best interest of the government.

DLA properly rejected the telexed bid as nonresponsive. "ARO" refers to "after receipt of order," which is equivalent to "after receipt of notice of award or contract." Railway Specialties Corp., B-212535, Oct. 31, 1983, 83-2 C.P.D. ¶ 519. We have previously held that an offer to deliver within the specified number of days after receipt of notice of award in effect adds 5 days to the specified number of days as an allowance for delivery through the ordinary mails. Discount Machinery & Equipment Inc., B-223048, May 23, 1986, 86-1 C.P.D. ¶ 486. DLA properly evaluated the "270 days ARO" delivery schedule in the telex as offering delivery only within 275 days from the date of contract and thus as nonresponsive to the required delivery schedule of within 270 days from the date of contract.

Since responsiveness of a bid must be determined on the face of the bid as received, HoseCo could not cure the deficiency by submitting its "duly executed" bid after bid opening. See ASC Associates, B-199706, Feb. 5, 1981, 81-1 C.P.D. ¶ 67. The delivery date may not be corrected after bid opening even though the date allegedly resulted from a clerical error because the rules governing mistakes in bid apply only to those errors that do not affect the responsiveness of a bid. Meyer Tool and Mfg., Inc., B-222595, June 9, 1986, 86-1 C.P.D. ¶ 537.

As to HoseCo's assertion that rejecting its bid and awarding to a higher bidder is not in the best interest of the government, the possibility that the government might realize a monetary savings by waiving a material deviation in a bid does not outweigh the importance of maintaining the integrity of the competitive bidding system by rejecting nonresponsive bids. Id.

The protest is dismissed.



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