



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Southwest Decor, Inc.

File: B-228926

Date: October 14, 1987

DIGEST

A bid offering a delivery schedule of "60 days ARO," that is, offering delivery within 60 days after receipt of order is nonresponsive to a required delivery schedule of within 60 days after date of contract.

DECISION

Southwest Decor, Inc. protests the rejection of its bid by the Department of the Army as nonresponsive to invitation for bids (IFB) No. DABT35-87-B-0072. The bid was rejected because it failed to comply with the required delivery schedule set forth in the solicitation. We deny the protest.

The solicitation required delivery of items number 0001 through 0010 within 60 days after date of contract. The solicitation states that offers that propose delivery that "will not clearly fall within the applicable required delivery period. . . will be considered nonresponsive and rejected." The solicitation also states that the offeror's delivery date will be computed beginning with the actual date of the award, rather than the date written notice of the award is received. This provision further explains that if a bidder proposes delivery based on the contractor's date of receipt of the contract or notice, the Army will add 5 days to the proposed delivery schedule to account for the delivery of the award through the ordinary mails. Finally, this provision states that "(i)f, as so computed, the offered delivery date is later than the required date, the offer will be considered as nonresponsive and rejected."

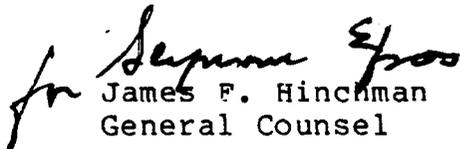
Despite these explicit warnings and the requirement of delivery within 60 days after date of contract, Southwest proposed a delivery schedule of "60 days ARO," which the Army read to mean "after receipt of order." Consequently,

the contracting officer added 5 days to the delivery schedule pursuant to the terms of the solicitation stated above and thus determined that Southwest's proposed delivery schedule of 65 days was nonresponsive.

The designation "ARO" has consistently been interpreted as signifying "after receipt of order," which in turn is viewed as equivalent to "after receipt of notice of award or contract." Railway Specialties Corp., B-212535, Oct. 31, 1983, 83-2 C.P.D. ¶ 519. The Army's rejection of Southwest's bid was therefore proper as the calculation of the delivery schedule was in accordance with the express language of the solicitation.

A deviation such as this from the required delivery schedule cannot be waived since delivery terms represent material requirements. *Id.* As to Southwest's assertion that acceptance of its bid would be in the best interests of the government because of the saving involved, we have consistently held that 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. Hose Co. Inc., B-226420, Mar. 12, 1987, 87-1 C.P.D. ¶ 282.

The protest is denied.


James F. Hinchman
General Counsel