



The Comptroller General
of the United States

Washington, D.C. 20548

5 Nov 1987

Decision

Matter of: Sun Country Ford Tractor, Inc.

File: B-228451.2

Date: December 17, 1987

DIGEST

Bid that deviates from solicitation's required delivery schedule is nonresponsive.

DECISION

Sun Country Ford Tractor, Inc. protests the rejection of its bid by the International Boundary and Water Commission (IBWC) as nonresponsive under invitation for bids (IFB) No. 87-11 for the acquisition three agricultural tractors.

We deny the protest.

The IBWC rejected Sun Country's bid because the firm proposed delivery within 150 days after receipt of a written notice of award, whereas the IFB required delivery within 100 days after receipt of a written notice of award. Sun Country freely admits that its proposed delivery schedule exceeds the delivery schedule required under the solicitation, but argues that the "difference in 50 days delivery time is of no consequence." The protester notes that under the 100-day delivery schedule delivery of the tractors would occur in January and that the 150-day schedule would require delivery in March. Sun Country maintains that the agency would not have a use for the tractors until April and justifies taking exception to the delivery requirement on this basis. The protester also argues that the difference between its own bid and the next low responsive bid represents a needless expense and bureaucratic waste.

In order to be responsive, a bid must be consistent with the solicitation and, if accepted, must bind the bidder to perform in accordance with all the material terms and conditions thereof. Meyer Tool and Mfg., Inc., B-222595, June 9, 1986, 86-1 CPD ¶ 537. A delivery date that does not conform to the requirements contained in the IFB renders the bid nonresponsive. Id. Here, Sun Country's bid clearly did

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not represent an unequivocal offer to meet the solicitation's material requirements, and thus the agency was required to reject it as nonresponsive.

The protester's argument regarding the appropriateness of the required delivery schedule is untimely because it was not raised before bids were opened, as required by our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1987).

As to Sun Country's assertion that acceptance of its low bid would be in the best economic interest of the government, the possibility that the government might realize a monetary savings by waiving a material deviation in the bid does not outweigh the importance of maintaining the integrity of the competitive bidding system by rejecting bids that materially differ from the government's advertised requirements.

Fraser-Volpe Corp., B-213910, Dec. 28, 1983, 84-1 CPD ¶ 35.

The protest is denied.

for Seymour Eros
James F. Hinchman
General Counsel