



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Eastern Golf Car, Inc.
File: B-232450
Date: September 20, 1988

DIGEST

1. To be considered timely, a protest filed with the General Accounting Office must be filed within 10 days of the protester's receipt of actual or constructive notice of initial adverse agency action when the protest was filed initially with the contracting agency.
2. The integrity of the competitive system precludes an award on a specification that is materially different from the one under which competition was held.

DECISION

Eastern Golf Car, Inc. protests the award of contract No. NAFTG2-88-C-0010 to Sides Golf Car Sales of Richmond, Virginia. The protest concerns a request for proposals issued by the U. S. Army Transportation Center for the leasing of golf cars for the Fort Eustis Pines Golf Course. The Army rejected Eastern's proposal for failure to conform to specifications. Eastern, in its initial protest to the agency, alleged that its noncompliance with one element of the specification--the location of the air intake system--was of no consequence.

Eastern Golf Car filed the protest with our Office on August 29, 1988, following the Army's formal denial of its appeal of an earlier protest to the agency. Under our Bid Protest Regulations, where a protest has been filed initially with the contracting agency, any subsequent protest to this Office must be filed within 10 days of the protester's receipt of actual or constructive notice of initial adverse agency action on the protest. 4 C.F.R. § 21.2(a)(3) (1988). Eastern Golf Car, upon learning that the contract was awarded to another vendor, filed its protest with the Army by letter dated July 26. On August 2, 1988, its protest to the agency was denied. On August 4, 1988, Eastern appealed this initial adverse agency decision to the commander of the installation instead of filing its

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protest here. The August 29 protest filed with us is untimely and will not be considered on the merits.

We point out that the integrity of the competitive system precludes an award on a specification that is materially different from the one under which competition was held. See Inter-Continental Equipment, Inc., B-224244, Feb. 5, 1987, 87-1 CPD ¶ 122. If Eastern believed the specification concerning the air intake system was restrictive or otherwise improper, it was required to protest that issue prior to the time proposals were due. 4 C.F.R. § 21.2(a)(1).

The protest is dismissed.


Ronald Berger
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General Counsel