



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Speco Corporation

File: B-232553

Date: September 28, 1988

DIGEST

Where a request for quotations did not require technical evaluation of offerors' ability to meet proposed delivery schedule, the matter is one of responsibility. By awarding the contract, the agency has determined a firm to be responsible and the General Accounting Office will not review a challenge to the affirmative determination except in circumstances not present in this case.

DECISION

Speco Corporation protests the award of a contract to another firm under request for quotations (RFQ) No. DAAJ09-88-Q-1566, issued by Army Aviation Systems Command for housing assemblies. We dismiss the protest.

The solicitation stated that award would be made to the proposer or combination of proposers offering the best delivery at the lowest aggregate price. The Army notified Speco on September 1, 1988 that the Purdy Corporation received the only award under the solicitation. Speco states that it was told by the Army on September 8 that proposals were evaluated on price and the dates of proposed delivery and that no evaluation was made of the offerors' capacity to meet the proposed delivery schedule.

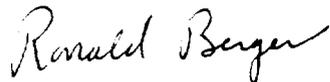
Speco contends that the evaluation of each offerors' delivery schedule should have been in terms of ability to meet the schedule as well as the schedule itself. Speco believes that Purdy, the awardee, will not be able to meet its proposed delivery schedule and that it was unreasonable for the Army not to have evaluated whether the awardee's delivery schedule was realistic.

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We do not agree with the protester's contention that under the RFQ's evaluation criteria, evaluation of the "best delivery schedule" required the Army to make a technical evaluation of the offerors' ability to meet its proposed delivery schedule. The RFQ stated that the Army's requirement was urgent, and it contained no other technical evaluation criteria. Thus, we believe that the Army clearly sought to fulfill its requirement at the earliest time possible for the lowest price. Whether the low offeror can perform the contract in accordance with the delivery schedule is a matter of responsibility. See Agema Infrared Systems, B-222623, June 4, 1986, 86-1 CPD ¶ 524. In making award to Purdy, the Army found Purdy to be a responsible contractor, since before the contracting officer can make an award, he must make the affirmative determination that the prospective awardee is a responsible contractor. Federal Acquisition Regulation § 9.103(b); The ARO Corp., B-222486, June 25, 1986, 86-2 CPD ¶ 6. Our Office does not review protests of affirmative responsibility determinations unless either possible fraud or bad faith on the part of procuring officials is shown or the solicitation contains definitive responsibility criteria which allegedly have been misapplied. 4 C.F.R. § 21.3(m)(5) (1988). Neither exception is applicable here.

To the extent Speco now asserts that the Army should have included a technical evaluation criterion assessing offerors' ability to meet the proposed delivery schedules, the assertion is clearly untimely. Our Bid Protest Regulations require that protests based upon alleged improprieties that are apparent on the face of a solicitation must be filed prior to bid opening or the closing date for receipt of proposals. 4 C.F.R. § 21.2(a)(1). Here, Speco's protest was filed on September 9, well after the May 2 closing date.

The protest is dismissed.



Ronald Berger
Deputy Associate
General Counsel