



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Anchor Fabricators, Inc.

File: B-246215

Date: October 24, 1991

Thomas S. Saldoff for the protester,
Catherine M. Evans, Esq., and David Ashen, Esq., Office of
the General Counsel, GAO, participated in the preparation of
the decision.

DIGEST

1. Where protester does not specifically challenge agency's reasons for rejecting protester's proposal as technically unacceptable, protest of rejection is dismissed for failure to set forth a legally sufficient basis of protest as required by General Accounting Office Bid Protest Regulations.

2. Protest of agency's rejection of proposal as technically unacceptable based on exceptions taken by protester in proposal to agency's stated requirements is dismissed as essentially an untimely challenge to solicitation requirements.

DECISION

Anchor Fabricators, Inc. protests the rejection of its proposal and the award of a contract at a higher price to Hunter Manufacturing Company under request for proposals (RFP) No. DLA700-91-R-1197, issued by the Defense Logistics Agency (DLA) for oil-fired heaters.

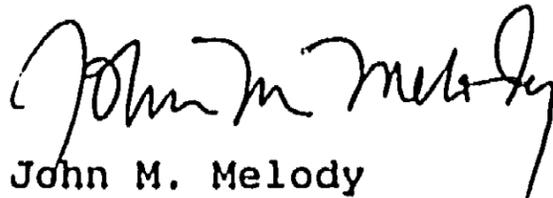
We dismiss the protest.

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of protest, 4 C.F.R. § 21.1(c)(4) (1991), and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(e). This requirement contemplates that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. Professional Med. Prods., Inc., B-231743, July 1, 1988, 88-2 CPD ¶ 2. Anchor has not met this standard. The Navy's award notification letter to Anchor, submitted with the protest, states that Anchor's proposal was technically

unacceptable because it took specific exception to certain solicitation requirements. While Anchor's protest states generally that its offered heater meets DLA's needs, it does not specifically explain why DLA's determination of technical unacceptability was unreasonable; indeed, Anchor admits that its proposal took exception to the RFP requirements. Thus, we find no basis upon which to conclude that the Navy's rejection of Anchor's proposal as technically unacceptable based on the exceptions taken was in error.

To the extent that Anchor's protest can be read as challenging the specifications as stated in the RFP, the protest is untimely. Under our Regulations, protests against alleged solicitation improprieties must be filed prior to the initial closing date for receipt of proposals. 4 C.F.R. § 21.1(a)(1), as amended by 56 Fed. Reg. 3759 (1991); Picker Int'l, Inc., 68 Comp. Gen. 265 (1989), 89-1 CPD ¶ 188. Although Anchor clearly had knowledge of the solicitation requirements when it prepared its proposal, it did not raise the matter with the contracting officer or with our Office before proposals were due; instead, it waited until it submitted its proposal to take specific exception to those requirements. Anchor's failure to raise the matter before proposals were due, to afford the agency an opportunity to consider and respond to Anchor's position before it had accepted other offers, renders its protest in this regard untimely.

The protest is dismissed.



John M. Melody
Assistant General Counsel