

P 147226
Pecora



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Braceland Brothers, Inc.

File: B-248234

Date: August 3, 1992

Frederic G. Antoun, Jr., Esq., for the protester.
Kerry L. Miller, Esq., United States Government Printing Office, for the agency.
James Pecora and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Bids are properly rejected as late where the bidder's agent was the paramount cause of the late delivery by delivering the bid to the wrong office only 2 minutes before bid opening instead of the place designated in the solicitation for receipt of bids which was several miles distant.

DECISION

Braceland Brothers, Inc. protests the rejection of its bids as late under invitation for bids (IFB) on Program 1302-M, issued by the United States Government Printing Office (GPO) Rapid Response Center, for the procurement of booklets and pamphlets.

We deny the protest.

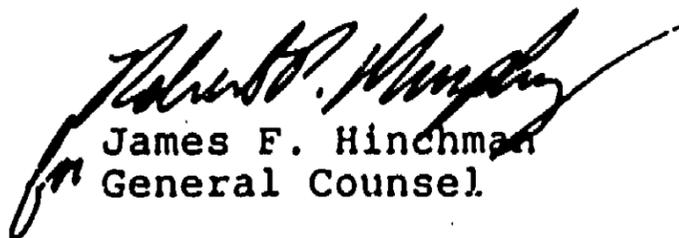
The IFB stated that bids must be received at the Rapid Response Center by 10:00 a.m. on March 20, 1992. On March 20, a Braceland messenger hand-delivered three sealed bids, properly addressed to the GPO Rapid Response Center, to GPO's central office facility, which is several miles away from Rapid Response Center. A GPO employee in the central office bid room accepted the bids and stamped them in at 9:58 a.m. The bids did not reach the Rapid Response Center until after 10:00 a.m.

The contracting officer determined that the Braceland bids were late and could not be considered for award. In this regard, the solicitation provided that "[a]ny bid received at the office designated in the solicitation after the exact time set for opening will not be considered. . . ."

As a general rule, it is the responsibility of the bidder to deliver its bid to the proper place at the proper time; the late delivery of a bid requires its rejection and there are only limited exceptions to this rule. John Holtman and Sons, Inc., B-246062, Feb. 13, 1992, 92-1 CPD ¶ 187; United Teleplex, B-237160.2, Feb. 2, 1990, 90-1 CPD ¶ 146. A late hand-carried bid may be only considered where the paramount cause of the late receipt is improper action of the government and where consideration of the late bid would not compromise the integrity of the competitive procurement system. Manuel Tony Lucero, B-228425, Dec. 8, 1987, 87-2 CPD ¶ 566. This exception to the late-bid rule can only be invoked where there is affirmative government action that makes timely delivery of the hand-carried bid to the bid opening location impossible and the bidder acted reasonably in fulfilling its responsibility to ensure timely delivery and did not significantly contribute to the lateness. Id.; Geiger Co., B-216502, Feb. 7, 1985, 85-1 CPD ¶ 155.

In this case, we find that the contracting officer properly rejected the bids as late. No government employee misdirected the courier; the Braceland messenger simply delivered the bids to the wrong address, despite the fact that the bids were correctly addressed to the Rapid Response Center. Furthermore, the Braceland messenger delivered the bids to the wrong office with only 2 minutes to spare, and the office designated in the solicitation as the place where bids must be received was several miles away. Thus, it is apparent that the bidder's agent was the paramount cause of the late delivery and that there was no affirmative government action that made the timely delivery of the hand-carried bids impossible.¹ See Geiger Co., supra. The fact that the GPO employee at the central office actually received and time stamped the bids does not require their consideration, since the bids were hand-delivered to a location other than that designated in the solicitation with insufficient time to assure receipt by the scheduled bid opening. See id.; John Holtman and Sons, Inc., supra.

The protest is denied.


James F. Hinchman
General Counsel

¹The protester argues that the governmental mishandling exception applies in this case. However, this exception is only applicable when a bid is delivered by mail. See GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 9-88)) § 7(b).