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**Comptroller General  
of the United States**

Washington, D.C. 20548

# Decision

**Matter of:** Collins Pine Company

**File:** B-270133

**Date:** January 18, 1996

## DECISION

Collins Pine Company protests the proposed award of a contract to J. D. Logging pursuant to the Ruppert Timber Sale, held September 28, 1995, at the Upper Lake Ranger Station, Upper Lake, California.

We dismiss the protest.

The filing deadlines in our Bid Protest Regulations are prescribed under the authority of the Competition in Contracting Act of 1984; their purpose is to enable us to comply with the statute's mandate that we resolve protests expeditiously. See 31 U.S.C. § 3554(a) (1988); Green Management Corp.—Recon., B-233598.2, Feb. 27, 1989, 89-1 CPD ¶ 208. To avoid delay in the resolution of protests, our Regulations provide that a protester's failure to file comments within 14 calendar days, or to file a request that the protest be decided on the existing record, or to request an extension of the time for submitting comments, will result in dismissal of the protest. Section 21.3(h), 60 Fed. Reg. 40,737, 40,741 (Aug. 10, 1995) (to be codified at 4 C.F.R. § 21.3(h)); Prio-Leau Culinary Servs., Inc.—Recon., B-236373.6, Jan. 23, 1990, 90-1 CPD ¶ 90.

Subsequent to the filing of its protest with our Office, Collins was sent a notice acknowledging its protest with instructions specifically informing the protester of our requirements should it desire to continue pursuit of the protest. This notice informed Collins that it was required to file comments on the agency report on the protest within 14 days of its receipt or face dismissal, and that unless we were notified to the contrary, we would assume receipt of the report by the report due date.<sup>1</sup> The notice also stated that facsimile transmissions would be time/date stamped upon receipt and that any facsimile transmissions received after 5:30 p.m., eastern time, Monday through Friday, would be time/date stamped the following

<sup>1</sup>In this case, the report due date was inadvertently not stated on the acknowledgment notice. However, Collins was notified by telephone on October 27, 1995, that the report due date was November 15.

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business day. Since the report due date was November 15, and our Office was not notified of any actual, later receipt by the protester, comments on the report had to be filed no later than November 29 in order to be timely. Collins transmitted its comments to our Office by facsimile on November 29 at 4:06 p.m., pacific time, or 7:06 p.m., eastern time, and the comments thus were time/date stamped as of the following day, November 30. The comments therefore were untimely filed, and we dismiss the protest on this basis.

In any case, Collins' protest is without merit. Collins maintains that Loggings's bid should have been rejected as nonresponsive because its total bid amount was not stated in the appropriate box. The record indicates that the contracting officer found that whoever prepared Loggings's bid had mistakenly written its total bid, not in the proper box, which was left blank, but in the space designated for its bid guarantee amount. Since the designated box for the total bid was blank; the amount written in the bid guarantee amount space, \$298,840, was obviously incorrect because the bid contained a check in the correct bid guarantee amount of \$23,300; the figure itself, \$298,840, was a reasonable bid for the timber sale, the minimum bid being \$232,672.54; and no other reasonable interpretation existed as to the significance of the \$298,840 figure, the contracting officer's finding that the bid was responsive clearly was proper.

Collins also argues that the bid is nonresponsive because the bid guarantee amount was incorrectly stated and because the bid failed to indicate whether the firm was a manufacturer or nonmanufacturer. These arguments also are without merit. Although Loggings's bid did not state the correct bid guarantee amount in the space provided, this was a minor informality that related to form only and did not affect the responsiveness of the bid; the correct amount of its bid guarantee was obvious on the face of its check as submitted. The question as to whether Loggings is a manufacturer relates to the firm's status, not to its commitment to provide the required service; accordingly, the failure to complete the certificate or check the block prior to bid opening does not affect the responsiveness of the bid. See Stone Forest Indus. Inc., B-246141, Oct. 21, 1991, 91-2 CPD ¶ 352.

The protest is dismissed.

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