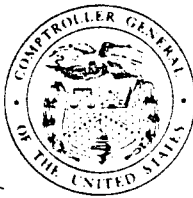


DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

60502

FILE: B-184879

DATE: February 11, 1976

MATTER OF: Antenna Products Division, DHV, Inc.

98624

DIGEST:

Protest alleging inconsistency in solicitation specifications first filed after bid opening is untimely and not for consideration.

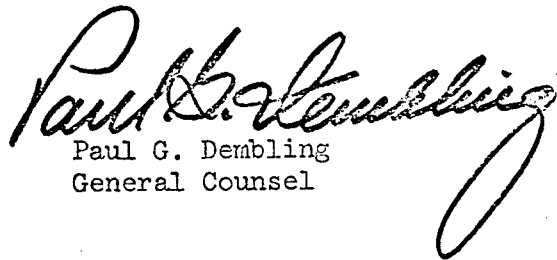
On September 8, 1975, Antenna Products Division, DHV, Inc., formally protested any contract awarded by the Federal Aviation Administration (FAA) resulting from IFB LGM-5-7219B1. The solicitation sought bids for Antenna Support Towers along with safety climbing devices and contemplated award of an indefinite quantity type contract. Antenna Products claims that an inconsistency exists between the number of towers required by the solicitation and the number of safety climbing devices required. In addition, the protester has alleged in a letter received here on December 11, 1975, that on July 22, 1975, it was awarded the annual Federal Supply Schedule (FSS) Contract, for safety climbing equipment, and therefore these items should be procured under that contract rather than under the IFB.

Section 20.2(b)(1) of our Bid Protest Procedures, 40 Fed. Reg. 17979 (1975) requires that protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening must be filed prior to bid opening. Antenna Products did not file its protest until September 8, 1975, clearly subsequent to bid opening which occurred on September 4, 1975. Accordingly, the protest is untimely.

In this connection, it should be noted that the protester's initial correspondence did not indicate when the bids were opened; rather, we became aware of the bid opening date subsequently. Meanwhile, the protester raised the allegation concerning an inconsistency between the IFB and its FSS contract. At that point, we felt obliged to request FAA's views on the matter, although this allegation also was untimely raised after the bids were opened. The FAA has advised us that the low bidder under the instant procurement has offered an H-shaped safety climbing rail which is incompatible with the round shaped equipment provided under the schedule contract.

B-184879

Therefore, we find no reason to consider this matter any further.


Paul G. Dembling
General Counsel