

**DECISION**



18415 PL-I  
Lieberman

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

FILE: B-202342

DATE: June 10, 1981

MATTER OF: Edison Electronics Division, Armtec  
Industries, Inc.

**DIGEST:**

Where bid was delivered by commercial carrier to main mailroom at Government installation rather than to place designated in IFB, alleged mishandling by Government is not sole or paramount reason for late receipt and bid cannot be considered.

Edison Electronics Division, Armtec Industries, Inc. (Armtec), protests the proposed award of a contract by the Department of the Army under invitation for bids (IFB) No. DAAJ-09-81-B-0106 to any bidder other than itself. Armtec asserts that its bid was improperly rejected by the contracting officer as late when it was delivered in timely fashion and its late receipt was due to Government mishandling. We find the protest without merit.

The IFB contained a standard "late bids" clause which states that a late bid will be considered before award if: (1) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids; or, (2) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

The IFB indicated that: "Sealed offers \* \* \* will be received at the place specified in block 8, or if handcarried, in the depository located in Building 101, Small Business Office until 1:00 PM CT local time 80 Dec. 22." Block 8 refers to block 7, which provides the address: "USATSARCOM, Directorate of Procurement & Production, 4300 Goodfellow Boulevard, DRSTS-PCFR(1), St. Louis, MO 63120.

Armtec's bid package was sent via Emery Express (Emery), a commercial carrier. Emery apparently

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attempted to deliver the package on Saturday, December 20, 1980, to 4300 Goodfellow Boulevard, but the building was closed and the guard, an employee of a private guard service, declined to accept delivery. On December 22, 1980, at 9:45 a.m., Emery delivered the bid package to the Command main mailroom in Building 102 at 4300 Goodfellow Boulevard. The package, which did not bear any external markings identifying it as a bid, was not delivered to the Procurement & Production Directorate mailroom until 2:28 p.m. of the same day and was eventually rejected as a late bid.

Our Office has consistently held that a bidder is charged with the responsibility of insuring that its bid is delivered to the proper place at the proper time. By choosing methods of delivery other than those specified in the late bids clause, a bidder assumes a high degree of risk that its bid will be rejected if untimely delivered. Presnell-Kidd Associates, B-191394, April 26, 1978, 78-1 CPD 324. In particular, where delivery is made by commercial carrier rather than by mail, the rule is that the Government mishandling exception is inapplicable. P.O.B., Inc., B-200538, October 14, 1980, 80-2 CPD 277. The only basis for consideration of such a late hand-carried bid is a very narrow exception obtaining when the bid is delivered to the wrong place due to Government fault, and this fault is the sole or paramount cause for late receipt. Southern Oregon Aggregate, Inc., B-190159, December 16, 1977, 77-2 CPD 477; Lloyd S. Hockema, Inc., B-199682, November 12, 1980, 80-2 CPD 356.

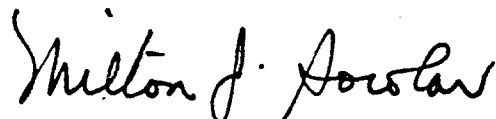
Armtec believes that it falls within the scope of this narrow exception because its bid was allegedly delivered to the proper location as specified in the IFB more than 3 hours before bid opening, but it was not delivered by the Government to the bid opening room until more than 4-1/2 hours later, presumably due to Government mishandling. Armtec bases this argument on its view that the previously quoted instructions permit delivery of hand-carried bids to either of the indicated locations. We believe that this interpretation is unreasonable. The clear meaning of the clause is disjunctive rather than alternative; i.e., the requirement is that bids are to be delivered to the location specified in block 7 unless they are hand-carried, in which case they are to be delivered to the depository in Building 101, Small Business Office.

However, assuming arguendo that the IFB provision could reasonably be interpreted to permit delivery of hand-carried bids to either location, the Armtec bid would still not be entitled to consideration. The location specified in block 7 was the Directorate of Procurement and Production at the 4300 Goodfellow Boulevard address; Emery delivered the unidentified bid package to the main Command mailroom in Building 102 at that address, not to the location specified in block 7. There is a specific Procurement and Production Directorate mailroom which is separate and apart from the main Command mailroom.

Under these circumstances, neither Government misdirection nor mishandling could be considered the sole or paramount cause of the late receipt. We also note that, since the package containing the bid did not have any exterior identification that it contained a bid, there was no indication to alert the mail processing personnel that expedited handling was necessary, and there is no evidence that the package was processed in other than normal, routine fashion by the Government. The Government may not be faulted for the protester's failure to deliver the bid to the "proper place at the proper time," and the bid was properly rejected as late.

Armtec has raised a number of collateral matters relating to the exact circumstances of the course of events preceding the late delivery and to an allegedly late bid modification submitted by one of the other two bidders. The allegations concerning the predelivery events do not have any material effect on the issue raised; the alleged late modification is completely irrelevant because Armtec's late bid would not be for consideration regardless of the disposition of the modification.

The protest is denied.



Acting Comptroller General  
of the United States