

DECISION

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

FILE: B-223048

DATE: May 23, 1986

MATTER OF: Discount Machinery & Equipment Inc.

DIGEST:

A bid offering a delivery period 90 days after receipt of contract where a 90-day delivery period was required was properly rejected as nonresponsive because it effectively added 5 days, for delivery through the ordinary mails of notice of the contract award, to the 90-day delivery period.

Discount Machinery & Equipment Inc. (Discount) protests the award of a contract under solicitation No. DAAC01-86-B-0023, issued by the Anniston Army Depot. Discount's bid was rejected as nonresponsive because its proposed delivery date of 90 days or less after receipt of contract exceeded the required delivery of 90 days after the date of contract.

We dismiss the protest without securing a report from the contracting agency, in accordance with our Bid Protest Regulations, 4 C.F.R. § 21.3(f) (1985).

Discount contends that its statement of delivery 90 days or less after receipt of contract meant that it would deliver 90 days or less from the actual award date. The Army, by contrast, read Discount's bid as taking exception to the 90-day delivery requirement by adding a 5-day period for mailed notice of the award to reach Discount to the 90-day delivery requirement.

We find that the Army's interpretation of Discount's bid is correct. We have previously held that an offer to deliver within the specified number of days after receipt of notice of award in effect adds 5 days to the specified number of days as an allowance for delivery through the ordinary mails. Railway Specialties Corporation, B-212535, Oct. 31, 1983, 83-2 C.P.D. ¶ 519, and FAR § 12.103(e) (1984). Accordingly, Discount's bid was nonresponsive and was properly rejected.

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The protest is dismissed.

A handwritten signature in black ink, appearing to read "R. Strong", written in a cursive style.

Robert M. Strong
Deputy Associate General Counsel