



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Clyde Digital Systems, Inc.

File: B-222618

Date: July 18, 1986

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### DIGEST

Where the agency states it never received the protester's offer, the protester presents no acceptable evidence that the proposal was sent to or received by the agency, and no exception to the required rejection of late offers applies, the protester may not have an opportunity to submit another proposal.

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### DECISION

Clyde Digital Systems, Inc., protests the failure of the General Services Administration (GSA) to consider its proposal under request for proposals (RFP) No. GSC-KESA-C-00033-N-4-15-86. The RFP solicited offers of general purpose automatic data processing equipment and software for inclusion in GSA's nonmandatory Federal Supply Schedule (FSS). The protester contacted GSA after the closing date for the receipt of proposals, and was told that the agency never received the firm's offer. The protester maintains that it sent its proposal to GSA before the due date, and that its information systems security software would be of great value to the government, so that it should be afforded an opportunity to resubmit the offer.

We deny the protest.

The RFP included the standard "Late Submissions, Modifications, and Withdrawals of Proposals" clause providing that no proposal received after the closing date for receipt of proposals would be considered except under one of the following circumstances: (1) it was sent by registered or certified mail not later than the fifth calendar day before the specified closing date; (2) late receipt was due solely to government mishandling after receipt at the government installation; or (3) it was the only proposal received. See Federal Acquisition Regulation, 48 C.F.R. § 52.215-10 (1985). This clause sets forth basically the only conditions under which GSA may consider late proposals of equipment for inclusion in the FSS. See Instrumentation Laboratory, Inc., 63 Comp. Gen. 178 (1984), 64-1 CPD ¶ 86.

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Clyde Digital has not presented any substantive evidence to establish that a proposal actually was sent to or received by GSA, and none of the circumstances in the late proposals clause applies. The protester, thus, may not be afforded the opportunity to submit a proposal at this time; there simply can be no certainty that the new proposal would be identical to the proposal allegedly submitted and lost, as opposed to being merely an unacceptable late offer. See Mark Dunning Industries, Inc., B-220625, Dec. 13, 1985, 85-2 CPD ¶ 663.

We point out, as noted by GSA, that the exclusion of the protester's software from this particular FSS will not preclude the protester from selling its products to the government, since the schedule is not mandatory on government agencies. See TriCom, Inc., B-220590, Jan. 15, 1986, 86-1 CPD ¶ 47.

The protest is denied.

*for Seymour Efron*  
Harry Van Cleve  
General Counsel