



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Queen City, Inc.
File: B-223515
Date: September 23, 1986

DIGEST

Bid delivered by commercial carrier is considered to be hand-carried rather than sent by mail. Where failure of a bidder to address its bid envelope with the address given in the solicitation for hand-carried bids or to direct its commercial carrier to make delivery at that location appears to be the paramount cause for the late receipt of the bid, the bid was properly rejected as late.

DECISION

Queen City, Inc., protests the rejection of its low bid as late under invitation for bids (IFB) No. N62472-85-B-7075, issued by the Naval Facilities Engineering Command for rail and turnout replacement at the Naval Weapons Support Center (NWSC). Queen City contends that its bid's late receipt was caused by government mishandling. Queen City states that the government failed to establish an appropriate system to ensure timely delivery of a bid to the bid opening location after its delivery to the agency installation by a private courier.

We deny the protest.

Bid opening was scheduled for 2:00 p.m. on June 5, 1986. Bidders were advised in the IFB to address bid envelopes sent by mail to the "Resident Officer in Charge of Construction, Naval Weapons Support Center, Crane, Indiana 47522," and to deposit bids delivered by hand "in the bid box in the Public Works Conference Room" in a specified building at NWSC. Queen City addressed its bid envelope in accordance with the instructions given for bids sent by mail. It also indicated on the envelope the IFB number and the date and time of bid opening. The bid was delivered on June 5 at 10:30 a.m. by private courier to Building 64, Supply Office, the location allegedly designated by NWSC personnel for deliveries made by couriers. The bid, however, did not reach the contracting officer until after bid opening.

Queen City contends that the IFB's late bid provision permits the acceptance of its bid. That provision states that a late bid may be considered if it was sent by mail and it is determined that the late receipt was due solely to mishandling by the government after receipt at the government installation. In this regard, Queen City considers a bid sent by a carrier to be a mailed bid covered by the late bid provision.

The protester cites Nanco Labs, Inc., B-220663, et al., Nov. 27, 1985, 85-2 CPD ¶ 613, concluding that a late bid may be considered if the paramount cause of its late receipt is government action and if consideration of the bid will not compromise the integrity of the competitive procurement system. The paramount cause of the late receipt, Queen City asserts, was the agency's failure to establish a proper procedure to ensure timely delivery to the bid opening room once a bid had been placed within the stream of the installation's internal delivery system--the courier's delivery to Building 64. Since the courier delivered the bid 3-1/2 hours before bid opening and since Queen City had no control over the bid during this time period, the competitive procurement system and the other bidders would not be prejudiced by consideration of the Queen City bid for award.

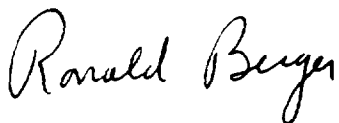
Queen City also cites other decisions in which wrongful action on the part of the government was found to exist: Scot, Inc., 57 Comp. Gen. 119 (1977), 77-2 CPD ¶ 425 (commercial carrier improperly was prevented from delivering a bid 3-1/2 hours prior to bid opening to the designated bid opening room); 42 Comp. Gen. 508 (1963) and 49 Comp. Gen. 697 (1970) (in the case of mailed bids, the government is obliged to establish procedures to insure the delivery of bids from the mail room to the bid opening location without unreasonable delay). Finally, Queen City states that Nanco Labs Inc., supra, shows that the late bid provision in the IFB applies equally to deliveries made by commercial carriers as it does to deliveries made by mail.

It is well established under the procurement regulations that hand-carried bids are those which are not sent by mail and that the term "hand-carried" covers deliveries by commercial carriers. Nanco Labs, Inc.--Reconsideration, B-220663.2, et al., Jan. 15, 1986, 86-1 CPD ¶ 48. We have consistently found that bids sent by commercial carrier do not constitute bids sent by mail. See Scot, Inc., supra. We have held that the late bid provision, since it applies only to bids sent by mail, does not apply in cases where bids have been sent by commercial carrier. Consolidated Marketing Network, Inc., B-217256, Mar. 21, 1985, 85-1 CPD ¶ 330. Notwithstanding

this, we have permitted late bids sent by commercial carrier to be considered (see Scot, Inc., supra) where it was shown that some wrongful action by the government was the paramount cause for the late delivery and that consideration of the late bid would not compromise the integrity of the competitive procurement system. See Zagata Fabricators, Inc., B-218094, May 1, 1985, 85-1 CPD ¶ 490.

Queen City's failure to address its bid envelope in accordance with the IFB instruction for hand-carried bids must be considered the paramount cause of the late receipt. Nanco Labs, Inc., supra; Zagata Fabricators, Inc., supra. The IFB was clear that the location for the receipt of hand-carried bids was different than the location for the receipt of bids sent by mail. Scot, Inc., supra, is distinguishable since there the commercial carrier attempted to make delivery to the location given in the IFB for the delivery of hand-carried bids, but was prevented from doing so by agency personnel. The courier employed by Queen City did not make such an attempt, obviously because Queen City misaddressed the bid envelope. The fact that agency policy may have been for commercial carriers to make their deliveries at one location does not mean that the Queen City courier would have been prevented from delivering the bid to the location set forth in the IFB had it attempted to do so. Finally, Queen City has not shown that the 3-1/2 hours that elapsed between the time delivery was made by the courier and the time delivery was made to procurement officials was excessive for a parcel initially delivered to the supply office. Under these circumstances, we have no basis for concluding that the bid was late because of wrongful government action.

The protest is denied.



Harry R. Van Cleve
General Counsel